Request for Proposals (RFP)

INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES

Solicitation No. DPSCS Q0010019

Department of Public Safety and Correctional Services

Issue Date: Monday January 25, 2010

Minority Business Enterprises are encouraged to respond to this solicitation

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services website or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

STATE OF MARYLAND

NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-339-5013 to the attention of BJ Said-Pompey.

Title: **INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES**

Solicitation No: DPSCS Q0010019

1. If you have responded with a "no bid", please indicate the reason(s) below:
   - ( ) Other commitments preclude our participation at this time.
   - ( ) The subject of the solicitation is not something we ordinarily provide.
   - ( ) We are inexperienced in the work/commodities required.
   - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
   - ( ) The scope of work is beyond our present capacity.
   - ( ) Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section)
   - ( ) We cannot be competitive. (Explain in REMARKS section.)
   - ( ) Time allotted for completion of the bid/proposals is insufficient.
   - ( ) Start-up time is insufficient.
   - ( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
   - ( ) Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
   - ( ) MBE requirements. (Explain in REMARKS section.)
   - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
   - ( ) Payment schedule too slow.
   - ( ) Other:_____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side or attach additional pages as needed.)

REMARKS: _____

_____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (_____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request for Proposals

Inmate Medical Health Care and Utilization Services

Solicitation No. DPSCS Q0010019

RFP Issue Date:	**Monday, January 25, 2010**
RFP Issuing Office:	**Department of Public Safety and Correctional Services**
Procurement Officer:	**BJ Said-Pompey** **Director of Procurement Services** **Office Phone: (410) 339-5013** **Fax: (410) 339-4240** **E-Mail: bjsaid-pompey@dpscs.state.md.us**
Proposals are to be sent to:	**Department of Public Safety and Correctional Services** **300 East Joppa Road, Suite 1000** **Baltimore, MD 21286** **Attention: BJ Said-Pompey, Director of Procurement Services**
Pre-Proposal Conference:	**Wednesday, February 17, 2010 – 9:00 AM (Local Time)** **Department of Public Safety and Correctional Services** **Patuxent Institution roll-call room** **7555 Waterloo Road** **Jessup, Maryland 20794**
Closing Date and Time:	**Tuesday, February 26, 2010 at 2:00 PM (Local Time)**

NOTE: Prospective Offerors who have received this document from the Department of Public Safety and Correctional Service's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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Section 1 General Information

1.1 Summary Statement

The Department of Public Safety and Correctional Services (DPSCS), hereinafter called the "Department" or the "Agency", is soliciting proposals from qualified Offerors to provide inmate medical services with utilization management within the confines of specified correctional institutions of the Maryland Division of Correction (DOC) and Maryland Department of Pretrial Detention and Services (DPDS).

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

1.2.1 "Agency" means the Department of Public Safety and Correctional Services.

1.2.2 "American Correctional Association (ACA)" means the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.

1.2.3 "Area Contract Operations Manager (ACOM)" means the State employed representative of the DPSCS, Office of Inmate Health Services, charged with oversight of contract operations within a particular Service Delivery Area.

1.2.4 "Department" means the Department of Public Safety and Correctional Services.

1.2.5 "Department of Public Safety and Correctional Services (DPSCS)" means the cabinet level unit of state government responsible for the supervision, care and custody of persons committed to the Division of Correction and the Division of Pretrial Detention and Services as well as those under the supervision in the community of the Division of Parole and Probation.

1.2.6 "Division of Correction (DOC)" means the State prison system for Maryland within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 3 of the Correctional Services Article, Maryland Annotated Code.

1.2.7 "Division of Pre-trial Detention and Services (DPDS)" means the Pre-trial booking and detention facility for the City of Baltimore. It is State operated within the Department of Public Safety and Correctional Services. Governance of the Division is in accordance with Title 5 of the Correctional Services Article, Maryland Annotated Code.

1.2.8 "Extraordinary care" means care rendered beyond sick call or routine illness or treatment for a chronic condition. Extraordinary care includes, but is not limited to, all specialty care (on and off site), all off-site inpatient care, HIV medications, treatment for Hepatitis C, all emergency transportation and emergency treatment, all durable medical equipment (including prostheses,

wheel chairs, glasses, etc.) whether temporary or permanent, dialysis (whether on or off site), and any special equipment required for treatment (such as special hospital beds, etc.)

1.2.9 "Inmate" means any person sentenced to or incarcerated within the Division of Correction (DOC), the Patuxent Institution (Patx), or the Division of Pre-trial Detention and Services (DPDS), any arrestee in the custody of DPDS whether committed or not committed to DPDS, any alleged parole violator in the custody of DOC, Patx or DPDS, and any person otherwise detained in any DPSCS facility, regardless of jurisdiction of original commitment.

1.2.10 "Maryland Commission on Correctional Standards (MCCS)" means the Commission within the Department responsible for recommending and enforcing through inspection the minimum mandatory standards and approved standards for State and local correctional facilities as established and governed by Title 8, Subtitle 1, Correctional Services Article, Maryland Annotated Code.

1.2.11 "Medical provider" means the successful Offeror to this RFP for medical / utilization management services unless modified by reference to one of the other health care provider modules, such as *mental health provider*

1.2.12 "National Commission on Correctional Health Care (NCCHC)" means the national organization of correctional officials that promulgates standards related to medical services in prisons and jails.

1.2.13 "Office of Inmate Health Services (OIHS)" means the office within the Office of Treatment Services of the DPSCS responsible for the provision of inmate health services through a service system of private providers, and having the authority to direct, modify, enforce, or abate the specific requirements of the contracts.

1.2.14 "Patuxent Institution (Patx)" means the prison within the Department of Public Safety and Correctional Services for inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent's programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.

1.2.15 "Provider" means a worker whom the Agency accepts as qualified to perform a service, typically a physician or Nurse Practitioner. A "Mid Level Provider" refers to a Physicians Assistant or PA.

1.2.16 "Service Delivery Area (SDA)" means one of four geographical regions into which the State is divided for purposes of managing inmate health care services. The four SDA's include Eastern, Jessup, Baltimore, and Western. The Western SDA merges the Western and Hagerstown DOC regions.

1.2.17 "Special confinement populations" means any population housed together within a correctional facility who are subjected to restrictions within the facility due to their status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody; mental health special needs units, and behavioral special needs units.

1.2.18 "Staff" means a successful Offeror's employees, a successful Offeror's sub-contractors, and the employees of a sub-contractor.

1.2.19 "911 Event means an emergency medical situation that requires immediate medical attention including first aid and or CPR. The immediate response to any life threatening on set of illness of symptoms including any accidental injury, this response includes staff, inmates, visitors and any individual on the grounds of the facility.

1.3 Contract Type

The Contract that results from this RFP shall be a fixed-price with Indefinite Quantities in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The contract performance period shall be three years, and commences on the date that the Department executes the contract on or about **July 1, 2010** and terminates on or about **June 30, 2013**.

1.5 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Director of Procurement Services as listed below:

BJ Said-Pompey
Director of Procurement
Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Baltimore, Maryland 21286
Telephone #: 410-339-5013
Fax #: 410-339-4240
bjsaid-pompey@dpscs.state.md.us

The Department may change the Director of Procurement Services at any time by written notice to the Offerors.

1.6 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State's Contract Manager is:

Thomas P. Sullivan. Director
Department of Public Safety and Correctional Services
Treatment Services, Office of Inmate Health Services
6776 Reisterstown Road Suite 309 Baltimore MD 21215
Telephone # (410) 585-3368
Fax # (410) 764-4195
tpsullivan@dpscs.state.md.us

The Department may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference ("Conference") shall be held on **Wednesday, February 17, 2010**, beginning **at 9:00AM (local time),** at the Department of Public Safety and Correctional Services, Patuxent Institution, 7555 Waterloo Road, Jessup, Maryland 20794. All interested prospective Offerors are encouraged to attend in order to facilitate their understanding of the RFP requirements. Those attending the Conference are directed to enter the main gatehouse through the "employee entrance", and will be directed to the roll call room by the Patuxent Institution staff.

The Conference shall be transcribed. A copy of the transcript of the Conference may be obtained at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy shall be provided at the Conference. In addition, as promptly as is feasible a summary of the Conference and all questions and answers known at that time shall be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

For security purposes and adequate accommodations at the Conference, it is requested that by **2:00 PM (local time), Tuesday, February 16, 2010**, all prospective Offerors planning to attend shall email bjsaid-pompey@dpscs.state.md.us or fax the Pre-Proposal Conference Response Form to Procurement Officer at (410) 339-4240 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

1.8 Site Visits

Site Visits for DPSCS Office of Inmate Health Services RFP Potential Bidders (Medical, Mental Health, Dental, and Pharmacy)

Offerors are encouraged to participate in site visits to familiarize themselves with where services are to be provided to be more fully informed as to physical plant specific and how needs should be considered in the development of proposals.

Tours will not be used to answer questions about the RFP; rather the purpose of the tours is to familiarize potential bidders with the geography and physical layout of the facilities to be served for vendors receiving contracts. Questions about the RFP should be saved for the Pre-Proposal Conference where all present will hear the same answers at the same time.

In order to assure adequate preparation and accommodations for the site visits and tours, it is requested that no more than two representative of each potential Offeror attend.

The information that must be submitted includes a Name, Social Security Number, and Date of Birth. This will enable Security Staff in the facilities to do a brief background check that will allow them to issue a one-day pass for the tours. (Dates to be determined).

Restrictions in addition to the numbers that may tour include the following:

- No communication devices (cell phones, beepers, Blackberries, computers, etc.) will be admitted to any DOC or DPDS facility (This is all DPSCS facilities Statewide). The same applies to any weapons or cameras.
- No purses, bags, lunches, briefcases, or other carry-in materials more than a pad of paper and a writing instrument will be permitted in any facility. (Time will not permit visitors to apply for and get a locker for these items during the brief time vendor representatives will be on site).
- There can be no clothing items made from denim worn into facilities.
- Other forbidden clothing items include open-toed shoes, sleeveless blouses not covered by a jacket, under-wire bras (visitors WILL be asked to remove them in some facilities so they should be avoided), shorts, tee- shirts, and jeans of any material.
- No sundries can be taken into facilities including tobacco, soda, water, other drinks, gum, candy, snacks. If it is necessary to have some sort of food secondary to a medical condition, it must be carried in a clear plastic baggie for inspection by security on arrival at each facility.

All vendors touring facilities should come prepared to walk multiple blocks, so comfortable shoes are advisable. (Heels may easily catch on catwalk-tiers in some of the facilities even if walking is not a part of the day).

All persons participating in these tours must carry a picture ID with them (such as a driver's license).

All persons visiting should be aware that they shall be searched including an electronic screening and a pat down at a minimum.

Some of the Service Delivery Areas (SDAs) will require that vendors touring move their cars from facility to facility so plans to carpool are essential as parking may be less than desirable in some SDAs, and nearly impossible in Baltimore. The Assistant Commissioner in Baltimore has arranged for vendors touring the Sentenced facilities to have one-day parking passes. If this is needed, information regarding the car style and license plate will be required with the ID information to be admitted to facilities. There are only ten (10) spots to be "borrowed" so this will also be first-come-first-served, and carpools will have extra consideration over single drivers.

Potential Bidder dates for tours will be scheduled and posted on eMaryland Marketplace and the DPSCS website no later than February 5, 2010.

Directions to the DPSCS facilities can be found on the web at:
http://www.dpscs.state.md.us/locations/dpp_offices.shtml

1.9 Questions

The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.

Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all Contractors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and eight (8) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time) on Tuesday, January 12, 2010** in order to be considered. An electronic version on CD of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, November 19, 2008 at 2:00 PM (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to DPSCS' representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations shall become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer shall notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations follow a specified format and shall generally be limited to forty-five - (45) minutes of presentation time, followed by fifteen - (15) minutes of questions and discussion. The Procurement Officer shall issue a letter with details and instructions prior to the presentations.

The presentation may include but is not limited to the following items in the Offeror's technical proposal.

a. Description of how the proposed services shall be provided.
b. Description of how the Offeror plans to meet the requirements in the RFP.
c. Offeror's experience and capabilities.
d. Description of the Offeror's organization.
e. Which organizational unit shall provide the different services (show on an organization chart)?
f. Description of references.

1.15 Incurred Expenses

The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple or Alternate proposals will not be accepted.

1.19 Minority Business Enterprises

A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. The contractor must attempt to subcontract with certified MBEs for a total subcontract value of at least 10% of the total value **of the contract, excluding the cost of the off site secondary care services including hospitalization.** The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. The work components that are subcontracted to MBE 's shall be reasonably related to the services required in this RFP.
By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount under the contract shall be performed by certified minority business enterprises. A prime contractor — including an MBE prime contractor — must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal. A prime contractor comprising a joint venture that includes MBE partner(s) must utilize certified MBE subcontractors in an attempt to meet the MBE subcontract goal.

1.19.1 A bidder or offeror must include with its bid or offer:

a. A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, **affirms that it made** a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
b. A completed MBE Participation Schedule (Attachment D2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule. A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at http://www.mdot.state.md.us. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.

If a bidder or offeror fails to submit properly completed Attachments D-1 and D-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.19.2 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

a. Outreach Efforts Compliance Statement (**Attachment D-3);**

b. Subcontractor Project Participation Statement (**Attachment D-4);**

c. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11;

d. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.19.3 For MBE contract administration compliance, the contractor awardee shall:

a. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

b. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.

c. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

d. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

e. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. Sub-Contractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal**. A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Arrearages

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.26 Procurement Method

This contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five (5) years or both.

1.29 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M) entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least $12.25 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least $9.21 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are

located. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. **The Offeror must identify in their proposal the location(s) from which services will be provided.**

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: http://www.dllr.state.md.us/ Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation. General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

1.30 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §29 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.31 Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is provided as Attachment L and can be downloaded at the following URL: http://compnet.comp.state.md.us/General_Accounting_Division/Static_Files/gadx-10.pdf

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Section 2 MINIMUM QUALIFICATIONS

Offerors shall clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Minimum Corporate Qualifications

Offeror shall have three (3) years experience in the delivery of correctional medical health care from contracts that provided the full scope of inmate medical services within a statewide correctional system or comparable federal prison shall include the providing of direct patient care staff (physicians, physicians assistants, NPs, RNs, LPNs, and technicians) all primary care, secondary care, utilization management, medical records management, and the medication distribution management.

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Section 3 SCOPE OF WORK

3.1 General Provisions

3.1.1 The Agency has delegated responsibility for the management of the delivery of inmate health care to the DPSCS Assistant Secretary for Treatment Services and, concomitantly, to the Office of Inmate Health Services (OIHS).

3.1.2 The terms within the RFP shall be incorporated by reference into the contract unless explicitly modified. The Agency intends that all provisions be susceptible to substantive enforcement at that time, regardless of the terminology. Whether the substantive provision is conveyed as the requirement of a plan, acknowledgment of an obligation, or assumption of a responsibility, the Agency shall be entitled to substantive enforcement of the requirement.

3.1.3 The Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Director of Nursing (DON) may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate at any point during the duration of the contract that are consistent with the terms of the contract. Direction beyond the terms of the contract and any formal communications shall be within the sole province of the Director of the Office of Inmate Health Services. The Agency Medical Director shall have full and final authority to direct any clinical action required.

3.1.4 Success in the provision of inmate health services in a multi-vendor model in partnership with the Agency is dependent on communication. As described within this RFP, the Agency depends on regular meetings on an array of substantive issues to address inmate health needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Agency. The Contractor's statewide medical director shall chair regular statewide multi-vendor meetings, quarterly CQI meetings, and regular Infectious disease meetings. An agenda for these meetings shall be submitted to Agency staff at least 10 days prior to the meeting.

3.1.5 The Contractor shall ensure that only qualified health professionals will provide required services, as set forth in any federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and Health Care Programs. This includes adherence to requirements for oversight of delegated tasks.

3.1.6 The Medical Provider is responsible for the timely payment of all claims by those providing off site hospital or specialty care to State inmates pursuant to referral by the Provider and in emergency cases. Any legal action for unpaid or partial payment shall be the responsibility of the Medical Provider who shall be solely liable.

3.1.7 At the Agency's request, the Medical Provider shall participate in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings. The Medical Provider shall provide consultation to the Agency on matters of inmate movement within Departmental facilities to ensure that the needs of

the inmate patients are met in conjunction with space and resource requirements for certain geographic areas.

3.1.8 The Medical Provider shall assist the Agency in fulfilling its obligation to collect co-pays in accordance with Maryland law and DPSCS policy and procedure for all medical services to the extent authorized by statute. (Correctional Services Article, Section 2-118)

3.1.9 The Medical Provider is expected to assume full responsibility for the full provision of medical/ utilization management services effective upon the contract resulting from this RFP going into effect on or about July 1, 2010 or thereafter as determined in conjunction with this RFP process and the required approval of the Board of Public Works. Though expected to be fully functional at the start of the contract, a Medical Provider shall not be entitled to any remuneration for any transition services that precede the start of the contract period.

3.1.10 In the event that a patient is determined to lack competency such that a guardian should be appointed for the purpose of making decisions related to medical treatment, litigation for the appointment of such a guardian shall be the responsibility of the Provider, who shall bear the cost for such litigation.

3.2 Introduction

3.2.1 This medical care / utilization review services module is one component of the overall inmate health services program within the Department. The Contractor shall provide all primary medical services, staff, equipment (except as excluded herein), and supplies (other than on site medications), as well as all specialist, hospitalization, and other secondary care, on and off site. Additionally, the Contractor shall be responsible for the utilization review and management of all care rendered on and off site.

3.2.2 Simultaneous with this RFP, the Agency has issued separate RFP's for dental services, mental health services, and pharmacy services. Despite the separate contract awards, this RFP describes limited obligations for the Contractor to this RFP in these subject areas.

3.2.3 Remuneration to the Contractor shall be based on payment of a monthly capitated rate.

3.2.3.1 The Agency shall make payment to the medical provider for each calendar month by multiplying the price proposal rate per inmate by the population of the Department (DOC, DPDS, and Patuxent) on the 15th of that calendar month, as reported to the Secretary of the Department in the ordinary course of business, rounded to the nearest 250 inmates. (From xx,000 to xx,125 rounds to xx,000; from xx,126 to xx, 375 rounds to xx,250; from xx, 376 to xx,675 rounds to xx,500; from xx,676 to xx,825 rounds to xx,750; from xx,826 to xx,999 rounds to xx,000)

3.2.3.2 If the 15th of any month falls on a weekend, the population for that month shall be the population reported on the next following Monday, or next regular workday if that Monday is a holiday.

3.2.3.3 The population at BCBIC that has not been committed shall not be included in the count.

3.2.3.4 The price proposal capitated rate shall cover all staff services, specialist care, hospitalization, diagnostic and laboratory services, supplies, equipment, the cost of all off site services including hospitalization, all overhead and administrative costs, and any other costs associated with the full

provision of care as set forth within this RFP. The cost of medications is not to be included in the capitated rate calculation.

3.3 Multi-Provider Model for the Delivery of Care to those in custody of the Agency

3.3.1 The multi-disciplinary services system for the delivery of inmate health care represented by this RFP together with the simultaneous modules identified in section 3.2.2 requires collaboration between various vendors, sub-contractors, custody, and the Agency overseeing the contract. In order to meet the total health care needs of the individual in a timely, safe, and holistic manner, collegial relationships are to be fostered and maintained throughout the duration of the contract.

3.3.2 Full integration of a health care system requires that there be collegial relationships between disciplines regardless of employer or contract holder. That integration extends to the Agency and it is expected that awarded contractors shall share information openly and without discretion with the Agency health care management to ensure the Agency is aware of any and all positive progress as well as any adverse situations that may arise throughout the term of the contract. Staff of all awarded contractors should expect to speak openly with Agency representatives without filter or fear of retribution.

3.3.3 The Medical Provider shall participate in, no less than quarterly, regional meetings with other DPSCS Health Care Contractors to identify trends and promote cost effective practices for the medical services providers.

3.4 Geographical & Inmate Status Scope of Responsibility

3.4.1 The medical services requested under this RFP are to be delivered for all persons incarcerated or otherwise held in any institution of the DPSCS. As set forth more fully below, DPSCS operates the institutions comprising the Maryland Division of Correction (DOC), the Patuxent Institution (Patx), and the Maryland Division of Pre-Trial Detention and Services (DPDS).

3.4.1.1 As described more fully in Attachment G, DOC is comprised of approximately 23 institutions and pre-release facilities. They are separated for contract management into four service delivery areas (SDA). The Western SDA is comprised of two facilities outside of Cumberland, and three maintaining institutions and one pre-release facility in Hagerstown. The Eastern SDA is comprised of one two-compound institution (ECI) and a minimum facility (ECI-Annex) in Somerset County, and a minimum/pre-release facility in Wicomico County. The Jessup SDA is comprised of seven facilities including two maintaining institutions for males, the maintaining institution for females (MCIW), the Patuxent Institution, two minimum security facilities (one of which serves as the gateway to and from the Pre-release system), and a pre-release facility. The Baltimore SDA is comprised of three maintaining institutions, one of which is the Reception and Diagnostic Center (MRDCC) and two pre-release units. DPDS is also located within the Baltimore SDA. Infirmaries and dispensaries within DPSCS are set forth in sections 3.19 and 3.20 of this RFP.

3.4.1.2 DPDS is the local jail in Baltimore City primarily for non-sentenced detainees. It is comprised of the Baltimore Central Booking and Intake Center (BCBIC), a women's detention center (WDC),

and a men's detention center divided into two units: the main detention center (MDC) and the dormitories in the jail industries building (JI).

3.4.1.3 The duty to screen for the medical ability to withstand the booking process extends to all inmates delivered to the BCBIC. The duty to provide medical care extends to all inmates accepted for booking at BCBIC through commitment, as well as those committed to the custody of the Division of Pre-trial Detention and Services, notwithstanding that count is based on only those committed

3.4.1.4 The Medical Provider shall bear fiscal responsibility for any inmate committed to the custody of the Division of Pre-trial Detention and Services through a bedside commitment process. A bedside commitment is one in which a commissioner determines that an arrestee who is hospitalized should be incarcerated upon release from hospitalization and commits the arrestee to the Division, notwithstanding that the arrestee has not yet been physically moved to the facility. The fiscal responsibility shall inure from the date of the commitment despite incurring the medical need outside of custody and being turned over to the division while in the hospital

3.4.2 Maryland hosts a number of federal inmates throughout its system. A concentration of federal inmates (up to 250 of the 500 beds) currently occupies the Maryland Correctional Adjustment Center (MCAC) in Baltimore. All of these inmates are present in short term status in conjunction with a court appearance at the Federal Court in Baltimore.

3.4.2.1 All federal inmates shall be treated in a manner consistent with that required for the entire DPSCS population. Utilization management practices are expected to be employed by the Medical Provider with respect to federal inmates as required by the Federal Marshall Service. This includes notification of and seeking authorization for any services beyond those generally offered to inmates for sick call, routine chronic care, or attention to on-site injuries.

3.4.2.2 The Medical Provider shall separately track and invoice the State for any medical services constituting "extraordinary care" for federal inmates designated as such in the electronic medical record (EMR) including, but not limited to, any off site services or specialist consultation. Upon collection, this remuneration shall be paid directly to the Provider in the invoice amount.

3.5 Plan for the Delivery of Inmate Health Care

3.5.1 Upon an award of a contract, the Medical Provider shall be responsible for implementing the full terms of the integrated health care system described in its plan in coordination with the Agency's other health care providers.

3.5.2 The Contractor's plan shall include an acknowledgement of the obligation and description of the provider's ability to adhere to and maintain compliance, throughout the three-year term of the contract, with the following:

(1). All Consent Decrees and Memoranda of Agreement in force and effect, including but not limited to the Memorandum of Agreement between the Agency and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the Federal District Court for the District of Maryland in the case of DuVal v O'Malley ;

(2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;

(3). Standards promulgated by the Maryland Commission on Correctional Standards;

(4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Inmate Health Services, and directives, regulations, and post orders of DPSCS or any of the custody agencies relating to security and employee conduct, as currently existing and as modified throughout the term of the contract;

(5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the institution is accredited; and

(6). Health care standards of the American Correctional Association (ACA), regardless of whether the institution is accredited.

3.5.3 The Contractor's plan shall acknowledge the obligation of the medical provider to evaluate and treat all inmate, visitor, employee and staff injuries or sudden acute illness as medically necessary and appropriate, and to make appropriate referrals and complete reports as required by the Agency.

3.5.4 The plan shall acknowledge the responsibility to respond to all custody "uses of force" and similar incidents to evaluate and treat inmates and staff, as necessary. Medical staff shall not be required to participate in the act of extraction or in potentially forensic issues. However, the Medical Provider shall participate in rendering care associated with extractions including, if applicable, treatment for exposure to chemical agents and removal of barbs associated with electronic weapons. The plan shall acknowledge the need to document the provider's actions, consistent with good medical practice, in the electronic medical file or elsewhere as appropriate.

3.5.5 The plan shall acknowledge the obligation of the medical provider to obtain and retain all Federal and State licenses and certificates necessary to legally provide the health care program or any of its sub-components in the name of the Agency, and to provide copies as directed by the Agency. Any substantive obligation set forth as a required component of the plan shall be susceptible to substantive enforcement upon award of contract.

3.6 Staffing and Management

3.6.1 In the event that the medical provider determines that additional staffing is necessary to deliver the services required, the medical provider shall institute that staffing at its own expense absent a material change in circumstances after the time of the award acknowledged by the Agency Director of Inmate Health Services.

3.6.1.1 The Department has submitted a clinical staffing plan for the Agency in Attachment R. It is the opinion of the Agency that this staffing plan is appropriate to perform the scope of work outlined in this RFP. If a staffing plan is submitted that varies from the Agency recommendation, the

Contractor should explain the rationale for the variation and how the variation will affect the delivery of services.

The Contractor shall maintain a minimum 96% fill rate for all clinical positions (Physician, PA, NP, RN, LPN, Phlebotomists).

3.6.1.2 The Contractor shall assure that there is no interruption in services due to staff vacancies, vacations, trainings, or any other situation that may or may not make it appear that there are insufficient personnel to complete services named throughout this document. Services shall be provided, at no additional cost to the Agency, through the use of per diem personnel and will continue to be provided in that manner until all vacancies or otherwise unavailable staff is in place.

3.6.2 The medical provider shall institute professional management services to support the inmate health care program including, but not limited to, adequate on-site supervision of first line staff by qualified medical, nursing, and administrative leadership. The management and staffing pattern will place emphasis on line staff and include nursing as an integral part of the provider's decision-making and direction processes.

3.6.2.1 The organizational chart shall show a strategically placed Statewide Medical Director and a Statewide Director of Nursing. Facility medical staff including physicians, nurse practitioners, and physician assistants shall report to a facility Medical Director who in turn shall report to the Statewide Medical Director. Similarly, nursing staff including nurses, clerks, schedulers, and other staff necessary to perform daily functions of inmate care and health prevention shall report to a facility Director of Nursing who in turn shall report to the Statewide Director of Nursing. The management structure indicated on the organization chart shall constitute a critical component of the staffing pattern for which the medical provider is obligated.

3.6.2.2 Clinical management shall be in place to determine clinical issues. Administrative management shall not direct clinical determinations without consultation and support of Medical Directors and/or Directors of Nursing.

3.6.2.3 There shall be clear, written lines of communication that include responsibility, accountability, and consequences of neglect of those items. The Agency shall be included in that communication plan as it regards any and all aspects of inmate health.

3.6.2.4 Administrative and clinical management meetings shall occur regularly and no less than monthly. The medical provider shall provide minutes of those meetings to the Agency's management team.

3.7 Policies and Procedures

3.7.1 The Agency reserves the right to approve or withhold approval of policies and procedures of the Contractor prior to implementation.

3.7.2 The medical provider shall ensure that its staff recognizes the obligation to abide by these comprehensive Policy and Procedure Manuals.

3.7.3 Policies and procedures shall take into account any restrictions or requirements placed on licensure by the respective licensing boards. The Medical provider's policies and procedures shall meet ACA standards, NCCHC standards, MCCS standards and applicable Maryland statutes, regulations, policies and guidelines.

3.7.4 Policies and procedures shall be reviewed and updated.

3.7.4.1 The policy review shall occur at least once in every twelve (12) month period.

3.7.4.2 A statement signed by the Provider's Medical Director and Senior Administrator in Maryland confirming that such a review has been conducted, along with any revisions, shall be submitted to the Agency by the scheduled review date. The statement shall specifically note what changes have been made and where the changes may be found in the document.

3.7.5 Policies and Procedures shall include, but are not limited to, direction regarding the following:

(1) Administrative Matters
(2) Medical Health Care Delivery
(3) Chronic Disease Management
(4) Infection Control
(5) Infirmary Care
(6) Inmate Deaths and Mortality Review
(7) Medical Evaluations
(8) Medical Records
(9) Pharmacy Services and Medication Administration
(10) Pregnancy Management
(11) Sick Call
(12) Substance Abuse Management
(13) Suicide Prevention
(14) Mental Health – Delivery and Coordination of Services
(15) Continuous Quality Improvement
(16) Dental Services
(17) Dialysis
(18) Emergency Care
(19) Emergency Management Plans
(20) Equipment and Supply Inventory Control
(21) Inspection and Repair Plans
(22) Health Education Programs
(23) Specialty Care
(24) Diet Plans
(25) Palliative Care
(26) Risk Management
(27) Radiology
(28) Utilization and Utilization Review
(29) Inmate co-pay collection
(30) ARP and Grievance Process
(31) Non-Formulary Process
(32) Methadone Program

(33) OB / GYN practices and services
(34) Withdrawal / Detoxification practices
(35) Medical clearances for mental health patients
(36) IMMS process
(37) Optometry and ophthalmology
(38) Segregation rounds
(39) Medication Administration and MAR practices
(40) Heat stratification
(41) HIV testing / consent

3.7.5.1 To review Policies and Procedures, please go to the following website: http://www.dpscs.state.md.us/publicservs/procurement/ihs/ and click on the link "Policies and Procedures". You will be prompted to enter a userid and password, to obtain a user id and password, send an email to oihs-miau@dpscs.state.md.us.

3.7.6 The manuals shall be made available within thirty days of any contract award. Distribution and/or availability of these manuals shall occur in a manner approved by the Agency such that the information is readily available to all staff and staff is aware of the manner in which to access this information.

3.8 Hiring Process and Retention

3.8.1 The Agency Director, Medical Director, and Director of Nursing, shall be provided the opportunity to review the credentials and meet with the Provider's designated lead contract manager, and candidates for all statewide and regional managers, statewide and regional medical directors, and statewide and regional nursing directors prior to the completion of the hiring process.

3.8.2 Area Contract Operations Managers (ACOMS) shall be provided the opportunity to review the credentials and, if desired, to meet with candidates for Area Directors of Nursing and facility supervisors/managers of nursing for their Service Delivery Areas (SDAs). ACOMs will provide input to the medical provider on their findings and will discuss any concerns they find with Agency Management Staff who may recommend that the individual not be hired for these most visible and vital positions in the facilities.

3.8.3 The Agency reserves the right to negate a hire if the candidate is felt to have less than the necessary credentials and/or experience or professionalism to perform the functions of these top-level positions.

3.8.4 The Agency also reserves the right to exclude staff from the institution and to consider the absence a failure to provide staff in accordance with the core staffing schedule and/or the staffing proposed by the medical provider if an individual's performance is less than what is considered to be necessary to meet the job requirements and position description for that job regardless of staff level or length of service.

3.9 Orientation and Training

3.9.1 The medical provider shall develop and maintain a comprehensive competency based orientation program for new staff. The orientation shall include a review of the Policies and Procedures manual of the Agency, the Policies and Procedures manual of the Provider, how to access those manuals, EMR training (see section 3.64), basics of working in a prison setting and a review of the limits of the scope of responsibility based on competency.

3.9.1.1 The orientation plan shall include a mentorship with a Provider-trained nurse mentor (who can show documented evidence that enables him or her to be called mentor following a program of study approved by the Agency DON) that will be in place for no less than one calendar month.

3.9.1.2 A roster of available mentors and persons assigned to those mentors shall be made available immediately upon request of the Agency or of the ACOM for that SDA.

3.9.2 The medical provider shall develop and implement pre-service training for its staff-covering subjects related to this RFP. Training shall be in compliance and be consistent with MCCS standards, NCCHC and ACA standards, and the applicable practice requirements of any regulatory body with jurisdiction over the provision of these health care services.

3.9.3 A set of sample lesson plans and subsequent checklists to be used to accomplish the competency based in service training shall be attached to the response to this RFP.

3.9.3.1 The complete plan and schedule shall be provided to the Agency within sixty (60) days of award and it shall be updated no less than annually. The plan shall provide competency check lists evidencing successful completion, which shall be accessible on site in the credentialing files of all licensed personnel and of all personnel working under the license of professional personnel.

3.9.3.2 Logs of attendance shall be maintained for these programs and shall be made available to the Agency or the ACOM immediately upon request.

3.9.3.3 At a minimum, annual competency training shall be held in each of the following areas:

(1) Medication Administration (required annually for all nursing staff)
(2) Sharp and Tool Count
(3) Managing Manipulative Behavior
(4) Segregation Rounds and Segregation Medication Administration as a Specialty
(5) Documentation
(6) Updates on the Electronic Medical Record
(7) Phlebotomy skills
(8) PPD
(9) HIV rapid testing
(10) Alcohol and detoxification management CIWA / COW

3.9.3.4 The Medical Provider shall ensure that all providers who treat persons with HIV disease attend an educational training at the Johns Hopkins Institutions at least once.

3.9.4 The Medical Provider shall implement training on any revisions to directives, manuals, policies, protocols, and procedures and shall institute a program of annual refresher training.

Not later than thirty (30) days after having been informed by the Agency of any new directives, manuals, policies, protocols, and/or procedures, or within thirty (30) days of adopting its own modifications, the Medical Provider shall implement training on the issue to those staff members that may be required to apply the processes and those supervisors that may enforce the processes.

3.9.5 At the request of the Agency, a provider shall provide in-services to Agency staff and/or other contracted vendors' staff on subjects related to this RFP and of importance to designated staff in the performance of their duties for up to eight hours quarterly in each Service Delivery Area.

3.9.6 The Medical Provider shall permit Agency staff and other vendor's and sub-vendor's staff to attend its Pre-Service and In-Service training as space allows.

3.9.7 Trainers must possess the credentials, licenses and/or certificates required by law and regulation to provide the training services required as approved by the Department.

3.9.8 A Medical Provider is responsible for creating and maintaining on site for each of its employees and those of its on-site sub-contractors documentation that those persons have received the pre-service and in-service training required by the Agency.

3.9.9 The Provider's staff may attend in-service training in place of their normal work hours and duties, if:

(1) A written request is made to the appropriate Agency manager (Medical Director for doctors, PA's, and NP's; Director of Nursing for Nursing and related staff such as medical records, and Agency Director for non-clinical managers);
(2) The written request is made at least thirty (30) days in advance; and
(3) The Agency approves the substitution of training for work duties in writing.

3.9.9.1 No authorization will be granted until the Agency is assured that all posts will be staffed or covered in a manner that will not interrupt services.

3.9.9.2 The written request shall include the following information:
The title or subject, date and time of the training;
The position(s) covered by the authorization; and
The amount of time authorized for the training, including reasonable travel time if the training is less than 8 hours.

3.9.9.3 Training time shall be documented in the Department's Time & Attendance system.

3.9.9.4 When the training is for more than one day, or if it involves line staff for any amount of time the Medical Provider shall submit a plan for service delivery that addresses, to the Agency's satisfaction, how services will continue to be provided during the absence of the personnel attending the training. The service delivery plan shall accompany the request for Special Training Authorization.

3.9.9.5 If training is for upper management, the Medical Provider shall submit to the Agency the details of coverage to the corresponding DPSCS discipline (nurse to the Agency DON, medical to the

Agency Medical Director, administrative to the Agency Director) in the form and format directed.

3.10 Staff Time Reporting

3.10.1 The Medical Provider shall install, maintain and utilize an electronic timekeeping system for all of its employees providing on-site services and shall make the timekeeping records available to the Agency on a monthly basis, or as directed by the Agency. The time records submitted shall designate the name of the employee, and the number of hours worked and shall be capable of sorting by institution, by date, by hour/shift, and by occupation/ competency. The Agency may direct the form in which the information is to be conveyed

3.10.2 In addition to registering attendance through the computer based system, each person employed by the Medical Provider and any subcontractor shall sign in and sign out on forms provided by the Agency whenever such person enters or leaves a work site.

3.10.2.1 Each person signing in or signing out shall legibly sign his or her own full name and record each time of entry into and exit from the work site in ink.

3.10.2.2 No person shall sign in, sign out, clock in or clock out for any other person.

3.11 Provider on Call Coverage

The Medical Provider shall designate on-call physicians to deliver on-call coverage whenever a physician is not present at an institution. The on-call physician shall respond by telephone to institution-based calls within fifteen minutes of the telephone call for service and shall provide direction to the caller. If requested to do so by Agency staff or if the situation warrants direct assessment, the on-call physician shall report to the institution within one hour after notification. Any call to an on-call physician shall be appropriately documented within the EMR or appropriate patient chart.

3.12 Medical Provider Staff Credentials

3.12.1 The Medical Provider and any subcontractor shall employ only those persons who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland.

3.12.2 The Medical Provider shall:

(1) Maintain current policies and procedures that define the credentialing;
(2) Submit all credentialing related documents electronically (email or e-fax) to the Department as directed. Hard copies must be maintained at any NCCCH and ACA accredited facility where both electronic and hard copies are required;
(3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
(a) Prior to the performance of any services under the contract, and

(b) Within one month of the renewal date of the credential.

3.12.3 The Medical Provider shall assemble, if applicable, by licensure requirements and have accessible on site and available for review by the Agency, credentialing information that includes, at a minimum, for physicians and mid-level providers:

(1) Signed application and required background check;
(2) Verification of education, training, and work history;
(3) Professional references;
(4) Malpractice claims history;
(5) Current license to practice;
(6) Board or specialty certification (physicians);
(7) DEA and CDS certificate(s);
(8) Evidence of present illicit drug non-use; and
(9) CPR / AED certification which may include electronic certification; and
(10) National data bank self inquiry submission results

3.12.4 The Medical Provider shall assemble, if applicable, by licensure requirements and have accessible on site and available for review by the Agency, credentialing information that includes, at a minimum, for nurses:

(1) Signed application and required background check;
(2) Current license to practice;
(3) Evidence of present illicit drug non-use; and
(4) CPR certification, which may include electronic certification.

3.12.5 The Medical Provider shall have available at all times complete and up-to-date credential folders that contain the items required for the Provider's employees for all health care providers employed by a subcontractor.

3.12.6 All staff performing under this contract must meet the licensing and certification requirements of the various Health Occupations Boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code.

3.13 Medical Provider Staff Screening

The Medical Provider shall retain documentation regarding the employment screening of all potential employees. The Medical Provider shall obtain where applicable by licensure or Departmental requirement, at a minimum:

(1) A criminal history check prior to employment or at any other time it is requested by the Agency, and shall be prepared to have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.

(2) All medical information required for employees that meet minimal standards of health such as TB screening.

(3) Any screening deemed necessary to assure safety and for the prevention of disease or for cause that relates to drug and alcohol tests in accordance with DPSCS policies.

3.14 Medical Provider Staff Institutional Access/Security

3.14.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Medical Provider shall be responsible for assuring that the services, which the person so removed or denied access provided, are delivered.

3.14.2 The Medical Provider will abide with Departmental processes for obtaining security clearance for access for each of their employees and sub-contractors.

3.14.3 The Provider, its employees and the on site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities within the region. Violation of the security regulations by the Medical Provider or any of its subcontractors is sufficient cause to terminate the contract for default.

3.15 Medical Provider Staff Disciplinary Actions

3.15.1 The Medical Provider is responsible for the actions and/or inactions of all of its employees and sub-contractors providing services under this contract.

3.15.2 The Medical Provider shall inform the Agency of all disciplinary actions, including counseling and legal action, taken against any member of the Provider's staff or the staff of a subcontractor who provides any services required under this contract, including non clinical staff and personnel in positions of medical, administrative, or nursing management within twenty four (24) hours of the action, and shall provide any documentation of the incident requested by the Agency.

3.16 Medical Provider Use of Telephones and Utilities

3.16.1 The Agency will provide the Contractor, as necessary, with such on site telephone services, utilities service and office space as the Agency provides to Department employees.

The Medical Provider shall have back up cell phones available for infirmary and dispensary staff to use in the event Agency phones are not active.

3.16.2 The Medical Provider shall be responsible for the cost of any long distance telephone calls, including those to its own offices.

3.16.3 The Medical Provider shall have its own employees, any Agency employees it supervises, and the employees of its subcontractors keep a log of all long distance calls made from Agency phones. The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call.

3.17 Equipment and Supplies

3.17.1 The Medical Provider shall supply all operating equipment, furniture, office supplies, patient supplies, durable medical equipment and any other supplies and equipment needed to provide services as necessary, and shall maintain the equipment in working order (including recommended preventive maintenance). The Agency may direct repair or maintenance of equipment at the Provider's expense if equipment is found in disrepair or is not appropriately maintained.

3.17.1.1 The current inventory of equipment in place and available to a successful Offeror is attached. (Attachment I)

3.17.1.2 The Medical Provider shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, or as directed by the Agency.

3.17.1.3 There will be no pass through costs, reimbursement, or risk sharing with respect to said supplies and equipment including, but not limited to, recommended prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, wheel chairs, office supplies, medical supplies, temporary equipment, leases, devices and related items, and said equipment shall not be withheld if necessary for the proper treatment of a patient or the provision of services under this contract.

3.17.1.4 Equipment for the on-site storage of medications and/ or biologicals received from the Pharmacy Provider, and medication carts for the delivery of medications to the inmate population, as well as emergency carts for responding to crises throughout the institutions shall be the responsibility of the Medical Services Provider.

3.17.2 The Agency will have a cost sharing policy for any single piece of equipment over $10,000 in cost in a single year, with the Agency responsible for 50% of any cost over $10,000. In determining the applicability of this section, the cost of the equipment shall be determined with reference to the annual cost to lease or lease/purchase such equipment. The Director of Inmate Health Services shall be the sole determiner of equipment value and the Director's determination is final. No equipment coming within this section may be purchased or leased without the Director's approval.

3.17.3 Prosthetic devices shall be supplied when the health of the inmate would be adversely affected without them or activities of daily living cannot be met. All Durable Medical Equipment, including but not limited to prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheel chairs, will be provided to the inmate within a thirty day period from the recommendation and tracked as a utilization report.

3.17.4 All equipment and supplies purchased under this contract become the property of the State.

The Agency shall make all final decisions regarding need for purchase of an item or items if questions arise regarding purchase.

3.17.5 The Medical Provider shall be responsible for maintaining a perpetual inventory and adhering to State regulations relating to inventory.

3.17.5.1 The Medical Provider shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual (http://www.dgs.maryland.gov/ISSSD/2003-InventoryControlManual/2003_InvControlManual.pdf)

Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the successful Offeror shall be responsible to DPSCS instead.

3.17.5.2 Whenever the Medical Provider purchases a piece of equipment it shall enter the equipment information into the perpetual inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual.

3.17.5.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Medical Provider will complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment and follow Agency protocol for the transfer of that equipment.

3.17.5.4 The Medical Provider shall develop a data base of all equipment in use or obtained through future purchases and log the maintenance and repair of that equipment on that data base. The requirement is set forth further in section 3.70.5 of this RFP.

3.17.5.5 The following record keeping requirements shall be maintained for the equipment inventory:

1) Equipment description
2) Name of supplier and purchase order or other acquisition document number.
3) Acquisition cost and date, or equipment value of any lease / purchase determined in accordance with Agency policy and date of lease initiation.
4) Physical location of item (Facility code + Room Number or Name)
5) Serial number, if any
6) State tag number, if any
7) Equipment Condition

3.17.5.6 A complete physical inventory report shall be submitted to the Agency within the first 90 days of award and within the last ninety days of each fiscal year due NLT 6/30/XX, in the form and format as requested by the Agency. The annual inventory report shall include a completed and signed DPSCS Property Form by each facilities property officer.

3.17.6 The Medical Provider shall inspect, maintain, and restock all First Aid Kits located throughout the institutions as appropriate.

3.17.6.1 First Aid Kits needing repair are to be brought to the attention of the ACOM.

3.17.6.2 The Medical Provider shall check these kits monthly for expiration dates, replacement materials, and cleanliness.

3.17.6.3 The Medical Provider shall maintain a log of these inspections including the outcome of those inspections and action taken in the face of deficits.

3.18 Ambulance/Transportation Services

3.18.1 The Medical Provider shall procure and coordinate transportation by ambulance, Medivac helicopter, or any other means necessary and appropriate for any inmate whom the Agency cannot safely transport because of the inmate's physical condition or emergent psychological medical situation. (History of transportation costs at Attachment J)

3.18.1.1 The Agency, in its sole discretion, shall determine when the Agency cannot provide adequate transportation for an inmate because of the inmate's medical condition. The Agency may then require that the Medical Provider assume responsibility for transportation. The cost is the responsibility of the Provider.

3.18.1.2 If the Agency is invoiced by any municipal or governmental jurisdiction for ambulance or Medivac services in conjunction with any emergency response relating to the health of an inmate, including trauma events, said invoice shall be the responsibility of the Provider.

3.18.2 Any inmate committed to the Commissioner of Correction who is housed out of the State of Maryland pursuant to the Interstate Compact on Corrections or an agreement between sovereigns who is to be returned to Maryland as a result of medical needs, shall be returned at the expense of the Medical Provider if special transportation arrangements are required as a result of the inmate's medical condition.

3.19 Dispensary Services

3.19.1 The Medical Provider shall operate dispensaries in the following locations, or in any location that may be designated during the term of this contract:

Baltimore Service Delivery Area
- Baltimore City Detention Center (BCDC)
- Baltimore Central Booking and Intake Center (BCBIC)
- Jail Industries Building (JI)
- Metropolitan Transition Center (MTC)
- Maryland Reception Diagnostic and Classification Center (MRDCC)
- Baltimore City Correctional Center (BCCC)
- Baltimore Pre Release Unit (BPRU)
- Home Detention Unit (HDU)
- Maryland Correctional Adjustment Center (MCAC)
- Baltimore Pre-Release Unit for Women (BPRU-W)

Eastern Service Delivery Area
- Eastern Correctional Institution (ECI) East Compound
- Eastern Correctional Institution (ECI) West Compound
- Eastern Correctional Institution (ECI) Annex
- Poplar Hill Pre-release Unit (PHPRU)

Western Service Delivery Area
- Maryland Correctional Institution – Hagerstown (MCI-H)
- Maryland Correctional Training Center (MCTC) (Hagerstown)
- Roxbury Correctional Institution (RCI) (Hagerstown)
- Western Correctional Institution (WCI) (Cumberland)
- North Branch Correctional Institution (NBCI) (Cumberland)

Jessup Service Delivery Area
- Brockbridge Correctional Facility (BCF)
- Maryland Correctional Institution – Jessup (MCIJ)
- Maryland Correctional Institution – Women (MCIW)
- Jessup Correctional Institution (JCI)
- Patuxent Institution (PATX)
- Central Maryland Correctional Facility (CMCF)
- Jessup Pre-Release Unit (JPRU)

3.19.2 A schedule including times and locations of all dispensary services will be provided to the Agency prior to the beginning of each calendar month. Staffing for services shall be specified by discipline.

Delivery of the schedules shall be made to electronically to ACOM's, appropriate custody staff responsible to the clinical areas, and to the Agency Director of Nursing.

3.20 Infirmary Beds for Somatic Health

3.20.1 The Medical Provider shall operate licensed medical infirmaries for the inmates assigned to them as follows:

Baltimore Service Delivery Area
- A 48 bed medical infirmary at MTC for male inmates
- A shared 12 bed mental health/medical infirmary at BCDC (Women's Detention Center - WDC) for female inmates

Eastern Service Delivery Area
- A 22 bed medical infirmary at ECI for male inmates

Jessup Service Delivery Area
- A 24 bed medical infirmary at MCIW for female inmates
- A 22 bed medical infirmary at JCI for male inmates from the region (JRI) and a six bed infirmary for the inmates of JCI

Western Service Delivery Area
- A 17 bed medical infirmary at MCIH (Hagerstown) for male inmates
- A 28 bed medical infirmary at WCI (Cumberland) for male inmates

3.20.2 The Medical Provider shall operate respiratory isolation cells for the inmates assigned to them in the following respiratory isolation locations:

Baltimore Service Delivery Area
MTC – Six beds.

Eastern Service Delivery Area
ECI, East Compound – 4 beds with 24 additional beds available if needed in an emergency.

Western Service Delivery Area
MCIH (Hagerstown) – 5 beds.
WCI (Cumberland) – 12 beds.

Jessup Service Delivery Area
MCIW – Six beds for women.
JCI – Six beds for men.

3.20.3 The Medical Provider shall utilize facility infirmaries and isolation units to their fullest extent consistent with acceptable medical standards. Those inmates requiring care beyond the capability of the infirmary, and only those inmates requiring care beyond the capability of the infirmary, shall be hospitalized at licensed community facilities.

Each inmate admitted to the infirmary, shall only be admitted upon physician order, which may be performed telephonically. Each inmate in the infirmary shall receive immediately upon admission within 24 hours and documented in the EMR an assessment, which shall include a history and physical, and treatment plan. Infirmary and isolation unit rounds shall be made daily by the health care provider and documented in the EMR. Nursing rounds shall be performed per shift and evidence of such shall be documented in the EMR.

The Medical Provider shall document for each patient in the infirmary section of the EMR and complete all admission documentation related. The Medical Provider shall provide treatment to inmates who's medical condition require that they be housed in respiratory isolation cells designated by the Agency as part of the infirmary care program unless hospitalization is medically indicated.

3.20.4 The Medical Provider shall be responsible for obtaining and maintaining licensure and certification for infirmary and isolation units as required.

3.21 Delivery of Healthcare Services

In staffing institutions, the Medical Provider shall ensure that sufficient personnel with competencies in emergency care are on-site to preclude the necessity of transporting inmates off-site for suturing, venopuncture, IV initiation, routine EKG interpretation, chest and long bone radiographic interpretation and routine ortho splinting suturing, performing electrocardiogram tests and interpreting results, taking x-rays and interpreting results, applying splints, initiating intravenous flows, etc.

3.22 Intake Triage and Screening

3.22.1 The Medical Provider shall abide by the intake process set forth in the Agency's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II.

3.22.2 At BCBIC, the Medical Provider shall conduct a cursory triage as well as a summary medical and mental health screening of each arrestee prior to/during the booking process.

3.22.2.1 The triage/screening process shall be performed by no less than an RN, but any mid-level provider or physician may be used to assure the timely and effective intake process.

3.22.2.2 The Medical Provider shall assure that those inmates disclosed by the screening process to require continued treatment or medications receive such necessary treatment or medications at BCBIC until they are either released from custody or transferred to BCDC.

3.22.2.3 There shall be compliance with all provisions of the Memorandum of Agreement between the Agency and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the Federal District Court for the District of Maryland in the case of DuVal v O'Malley relating to intake screening and assessment.

3.22.3 The Provider has the responsibility to determine whether any arrestee has a condition that requires that the arrestee should first be refused admission to the facility in order for the arrestee to be cleared at a hospital prior to proceeding through the booking process. The Medical Provider shall be responsible for all costs related to inmates who have been rejected, but are later determined by the Department's Medical Director to have been appropriate for admission. The decision of the Department's Medical Director shall be final.

3.22.4 BCBIC is a high volume intake facility, and arrestees must be processed and be seen by a Court Commissioner within 24 hours of arrest. It is therefore imperative that the initial screening process be completed as designed with no additional functions added and no variation to any form unless directed by the Agency that might have the effect of delaying the process. Similarly, it is imperative that the screening area be adequately staffed in accordance with the Agency approved staffing plan at all times to prevent back up.

3.22.4.1 The Agency has developed an intake medical/mental health screening instrument (IMMS) that shall be utilized in the screening process. The Medical Provider will complete IMMS screenings within four hours of inmate arrival and will institute a written plan to assure that these screenings are not permitted to "carry over" to the next shift or shifts except for those detainees admitted within the last hour of a shift. See IMMS Policy (Attachment W)

3.22.4.1.1 The IMMS template will be a part of the Offender Case Management System (OCMS) by the initiation of this contract and the Medical Provider shall utilize this electronic record to enter initial information. The Medical Provider shall resort to paper screening, using the Agency approved screening form, only in the event that the OCMS system is unavailable. In such instances, the Medical Provider will be required to scan the substitute paper screen into the EMR if the arrestee is committed and an EMR file established.

3.22.4.1.2 If the arrestee is committed following his or her appearance before the Court Commissioner, the screening form residing in the OCMS system will be electronically "pushed" to initiate an EMR record for the inmate containing this form. This interface precludes modification of the screening form.

3.22.5 If any response given in the IMMS process indicates a need for further inquiry or evaluation, the arrestee shall be immediately referred to an appropriate medical or mental health clinician.

3.22.5.1 The Medical Provider shall immediately refer for Mental Health assessment any inmates identified as having a current mental illness or whose screening indicates the possibility of a mental illness, suicide ideation and/or unstable mental health condition. The Medical Provider shall adhere to the requirements of the "Suicide Prevention Program Manual".

3.22.5.2 Persons with known chronic care conditions will be referred to the provider or mid-level provider for evaluation of medication needs and initiation of medication delivery. Staff shall conduct an evaluation of urgent medications required by the inmate for chronic disease maintenance and infectious disease care and provide those medications required for health maintenance as a part of the reception screening process. Initial orders and dosing shall be provided by the mid-level staff or higher before leaving the IMMS process.

3.22.5.3 Medications brought in or self-reported shall be verified when possible and that verification shall be documented. Emergency medication related to other conditions shall be provided. There shall be compliance with the timelines set forth in the DOJ Memorandum Agreement and the DuVal v. O'Malley partial settlement agreement as modified following litigation completion.

3.22.5.4 All actions taken in conjunction with the above referral for further inquiry shall be documented in the narrative text box at the bottom of the IMMS screening form within OCMS. Information shall be transferred as necessary and appropriate to relevant fields within EMR once the EMR file is established following commitment.

3.22.6 Screeners shall initiate a Heat Stratification Category for each arrestee they evaluate.

The Provider shall designate heat stratification levels for each inmate screened and inform custody of that stratification according to DPSCS policy and guidelines. This shall be completed initially as a part of the IMMS screen and shall be solidified at the time of the full physical examination within seven days.

3.22.7 All inmates received at BCBIC with evidence of intoxication or withdrawal secondary to substance abuse shall be provided immediate, medically necessary, and appropriate treatment, including detoxification from opiate and alcohol dependence consistent with the requirements of law and Departmental policy.

3.22.7.1 The Medical Provider shall maintain a withdrawal unit within BCBIC with adequate nursing observation that will allow for appropriate levels of medication and dietary supplementation consistent with protocols for alcohol and/or drug withdrawal.

3.22.7.2 A physician shall order, individuals at risk for progression to more severe levels of intoxication or withdrawal, to the local area hospital for assessment, monitoring and treatment.

3.22.7.3 A physician shall immediately transfer to a licensed acute care facility inmates experiencing severe, life-threatening intoxication (overdose) or withdrawal.

3.22.8 The Medical Provider shall ensure examination of all inmates entering DPDS facilities from the community for lice infestation. The Provider shall treat lice infestation with non-prescription medication as medically necessary and appropriate, for self-administration by the inmate prior to being housed in the general population, unless otherwise contraindicated (pregnancy, open sores, etc).

3.22.9 The Provider shall perform a pregnancy test on all female inmates as a part of the reception process.

3.22.10 An inmate committed to DPDS directly from a hospital through a bedside commitment process shall:

(1). Have the hospitalization monitored and controlled through the Provider's Utilization Management process; and

(2). Upon arrival at DPDS, proceed through a screening process and reception examination to the same extent as any other inmate.

3.22.11 At all other DPSCS facilities including, but not limited to, MRDCC and MCI-W, an inmate taken into custody shall be screened and assessed in accordance with the Agency's Manual of Policies and Procedures, Medical Intake Evaluation, Parts I and II. (At present, intake into the DOC for men occurs at MRDCC and for women at MCI-W. However, intake may occur at any institution. An inmate who has been released from custody on parole and violates the terms of that parole may be returned to custody in any institution, or who is returned from escape, without being processed at MRDCC.)

3.22.11.1 An intake screening of any newly admitted inmate shall be conducted utilizing the IMMS form as above upon an inmate received at any DPSCS institution within one hour of entry into a facility.

3.22.11.2 The Provider shall examine all inmates entering Agency facilities from the community for lice infestation and treat as above.

3.22.11.3 The Provider shall perform a pregnancy test on all female inmates as a part of the reception process.

3.22.11.4 Referral to a midlevel provider for follow up inquiry as a part of the reception screen shall occur as above, and medications likewise shall be initiated as appropriate.

3.22.11.5 Unlike BCBIC, an inmate arriving at MRDCC, MCI-W, or any other institution has already been committed and, therefore, if there is a necessity for any immediate hospital review or treatment, it shall be the obligation of the Provider as custody may not be rejected.

3.23 Complete Reception Medical Health Examination

3.23.1 The Provider shall conduct a complete medical health examination on all inmates, including parole violators and escapees upon reception. The Provider shall provide medical intake evaluations every day.

3.23.1.1 The examination shall occur within seven (7) days of the inmate's entrance into a DPSCS facility from any source, except that an inmate shall be seen earlier than seven days if the reception screening process discloses a need for more expedited medical evaluation. The findings of the examination and follow up requirements shall be documented immediately in the electronic medical record (EMR).

3.23.1.2 The Health Examination shall include oral screening and initial dental examination. Providers or mid-level providers shall conduct an oral screening at the time of the health examination to determine if there are acute dental needs and shall refer for care in accordance with Agency procedures if problems are identified. The findings of the initial dental oral screening and initial oral examination done as a part of the Health Examination process shall be entered into the patient health record immediately.

3.23.1.3 The Health Examination shall include an assessment for physical disabilities and shall recommend appropriate accommodation, including but not limited to durable medical equipment and/or housing or dietary restrictions. Any restrictions on housing or diet shall be conveyed to case management through completion of the Agency disabilities form that shall be attached to the medical clearance form that is transmitted to case management.

3.23.2 The Reception Health Examination shall include relevant diagnostic testing. At a minimum, the lab work shall include pregnancy screening, RPR, and HIV swabbing (unless the inmate denies consent). All lab work shall be completed per Agency policy and procedure. Lab work results will be shared with the inmate within seven days of the receipt of those results. The results of the lab work will be documented in the EMR within forty-eight (48) hours of receipt of the results.

3.23.2.1 The Provider shall assess the intake population at all facilities for tuberculosis (TB). Adherence to DPSCS/DHMH TB policy is required.

3.23.2.1.1 The Medical Provider shall initiate TB clearance by PPD planting within five (5) days of a medical intake reception.

3.23.2.1.2 The PPD shall be read within forty-eight to seventy-two (48-72) hours of planting.

3.23.2.1.3 Follow up shall include chest x-rays for PPD positives which shall be completed within five (5) days.

3.23.2.1.4 The Medical Provider shall generate PPD reports as requested by the Agency that include positives both current and past.

3.23.2.2 The Provider shall initiate blood tests for Syphilis within 72 hours of intake.

3.23.2.3 The Provider shall initiate either blood or oral testing (with blood confirmation) for HIV no later than at the time of the intake physical with the counseling and education required by law.

3.23.2.3.1 HIV testing shall be performed in accordance with procedures for a health care facility under Health General Article, section 18-336 of the Maryland Annotated Code.

3.23.2.3.2 The Medical Provider shall assure that a written permission to draw blood samples includes a statement indicating that blood drawn for routine STD testing will also be tested for HIV unless the inmate/detainee specifically states he or she does not want the test.

3.23.2.3.3 The Medical Provider shall maintain a log of inmates to whom testing is offered in Excel format or as directed by the Director of Inmate Health Services, identifying the location of the test, whether the inmate was tested under voluntary testing protocols or whether the test was the product of clinical symptoms, the mode of testing, whether a corroborative test was performed, and the outcome. A monthly report shall be submitted summarizing the resultant statistical data.

3.23.2.3.4 The Medical Provider shall report all confirmed positive test results to State health authorities as required by Health General Article, section 18-202.1 and COMAR 10.18.02.05.

3.23.2.3.5 All testing shall be completed with consent, unless court ordered. In the event of a court ordered test, the Medical Provider may locate and reimburse a sub-contractor for this service. The Medical Provider shall assume the cost of such a sub-contract. (See COMAR 18.338 and 18.338.1).

3.24 Physical Re-Examination

3.24.1 In accordance with the schedule set forth in the Agency Manual of Policies and Procedures, each inmate shall receive physical re-evaluations during his or her period of incarceration. An inmate shall be re-informed of his or her opportunity for HIV testing at every physical re-examination.

3.24.2 If an inmate suffers from disability, the inmate shall be evaluated for adequacy of accommodation in conjunction with medical equipment and physical environment so as to be in compliance with the Americans with Disabilities Act (ADA). Case management at the institution shall be informed of the need for any ADA accommodation in the manner prescribed by the Agency.

3.24.3 If an inmate is over 55 years old or is otherwise physically impaired, the inmate shall be evaluated in conjunction with the Karnofsky scale for physical independence at every physical re-examination.

3.24.4 An inmate shall be tested for TB annually whether or not scheduled for physical re-examination.

3.24.5 Periodic Physical Exams (per OIHS Medical Evaluation Manual, Chapter 2 Periodic Medical Evaluations; over age 50 annually, under age 50 every 4 years) are due to the Agency by the 3rd

Monday of the following month for the exams due the previous month, in the form and format as requested by the Agency.

3.25 Sick Call

3.25.1 The Medical Provider shall be responsible for the collection of all "slips" requesting sick call. The Medical Provider shall assign a Registered Nurse (RN) to immediately (same day) triage all collected slips and record the date and time of triage.

3.25.2 The Medical Provider is responsible for the timely delivery of any sick call slip that pertains to mental health or dental concerns to the mental health or dental provider. If the RN doing triage determines that, the sick call slip complaint in these disciplines constitutes an emergency, that RN shall immediately notify the appropriate provider or specialist of the nature of the emergency.

3.25.3 Those sick call slips asserting a medical complaint considered to be an emergency or time sensitive shall be treated accordingly. Immediate referral to a clinical professional on-site or on-call shall occur unless access to care is available timely through referral to a sick call clinic on the same day. Those sick call slips determined not to constitute an emergency shall be scheduled for a sick call clinic so that the inmate is seen within 48 hours if submitted Sunday through Thursday or 72 hours if submitted on Friday, Saturday or a holiday.

3.25.5 For the General Population, the Medical Provider shall operate sick call clinics no less than five days a week, for no less than seven hours per day. Adequate staffing shall be assigned for each clinic. Clinic hours shall be fixed and posted.

3.25.5.1 Fixed clinic times and locations shall be provided no later than one week prior to the onset of a calendar month to the ACOM assigned to the SDA and to the designated custody officials (usually transportation) for that SDA.

3.25.5.2 At the same time that the clinic schedule is submitted, an ACOM shall be provided with the staffing schedule for that clinic.

3.25.5.3 Each sick call clinic shall continue operation on that day until it is completed, i.e. when each inmate scheduled to be seen during that sick call clinic and who shows up for the appointment has been seen, regardless of whether the clinic remains open beyond the seven hour period. There shall be no "backlogs" of inmates to be seen in sick call. Same day referrals from triage (emergent complaints) shall be seen during a clinic session on the same day that the inmate appears for services.

3.25.6 The Medical Provider shall maintain an electronic log of all slips and referrals.

The Medical Provider shall maintain such a log using MS Excel if no log is available in the EMR system. The log shall contain, at a minimum, the following:

(1). Inmate name and number
(2). Date sick call slip was submitted
(3). Nature of complaint
(4). Triage decision

(5). Date and time of triage decision
(6). Name and credentials (title) of person making the triage decision
(7). Date scheduled to be seen, or
(8). Date of referral to alternate provider, including provider discipline.

3.25.7 The Medical Provider is responsible for providing sick call to Special Confinement Populations in all facilities, equivalent to the sick call services available to the general population in the facility.

3.25.7.1 A Registered Nurse or higher level provider shall conduct rounds in each Special Confinement Area daily, and will speak with each inmate housed there to determine if there are any medical needs. The individual making the rounds shall have visual contact with each inmate and shall make a verbal inquiry as to the inmate's health condition. Rounds shall be completed during inmate waking hours and in agreement with Custody's ability to provide escorts into the area, to enable the inmate to provide information concerning his health.

3.25.7.2 Special Confinement Area rounds shall be documented on a form designated by the Agency. All positives finding, i.e., complaints regarding medical needs shall be entered into the EMR for that individual.

3.25.7.3 Special Confinement round documentation shall:
(1). Include a disposition related to the inmate's complaints and the name and title of the employee making the rounds;
(2). Note that visual and verbal contact did occur and include any observations resulting from that visual or verbal contact;
(3). Include a comment section that relates information on referrals for medical, mental heath, or dental needs described and the date that information is relayed to that specialty.

3.26 Medication

3.26.1 The medical provider is responsible for:
(1). Ordering all medications from the Pharmacy provider on behalf of staff from all providers regardless of discipline, and on behalf of all specialists seeing inmates either on or off site;
(2). Ensuring that only formulary medications are ordered unless proper procedures are followed and approvals obtained for non-formulary medications;
(3). Receiving medication shipments from the Pharmacy provider and verifying the shipment against the Order through use of bar code scanners (to be replaced as necessary by the Provider);
(4). Providing the Agency with all inventory / shipment verification information relating to medications;
(5). Properly storing all medications upon receipt and thereafter;
(6). Promptly making shipments available for administration;
(7). Maintaining supplies of stock medications;
(8). Administering medications timely and in the appropriate manner (e.g., KOP; watch take) consistent with orders (e.g., BID);
(9). Appropriately documenting medication administration;

(10). Tracking stock medications;
(11). Inspecting and auditing for expired drugs; and
(12). Ensuring that narcotic and methadone storage requirements (e.g., double locks, accurate counts with security and medical provider, DEA accepted forms of documentation for receipt and use of narcotics) are met. In addition, proper logs are maintained and narcotics logs shall be updated for each dose administered

3.26.2 The Medical Provider's staff shall administer medication to all inmates including all psychotropic medications, except in designated Mental Health Inpatient Units.

3.26.2.1 The Medical Provider's staff shall administer all newly prescribed medications no later than the next day, unless a sooner initiation is medically required. Stock medication shall be used to immediately initiate therapy if the ordered medication is a "stock" medication. There should be no delays in medication administration beyond twenty-four hours at any time.

3.26.2.2 Medications will be given in accordance with written orders on a timed schedule allowing for no more than a two-hour window for dispensing. The Pharmacy Provider shall designate the timetable for bid and tid administrations.

3.26.2.3 Medications administered are to be recorded as given at the time they are given on an Agency approved record. Medications not given are recorded according to policy on that same record with a reason given for the non-delivery.

3.26.2.4 Medication distribution/administration will be conducted by LPN's or higher level of licensed personnel, and will have direct oversight by a professional registered nurse.

3.26.2.5 No change in the format for medication administration will be permitted without the written permission of the Office of Inmate Health Services. This includes but is not limited to:
(1). Changes in the location of where medications are dispensed such as moving to housing units from dispensary lines or delivering to segregation units in a manner not specifically engaged or agreed to by the Agency.
(2). Verification processes relating to the Medication Administration Record (MAR) ensuring that the right medication is dispensed to the right person.
(3). Watch Take medication (W/T) processes, also known as Direct Observation Therapy (DOT), to ensure that the inmate/detainee be seen swallowing/injecting or applying the medication before moving to the next inmate/detainee.

3.26.2.6 Keep On Person (KOP) medications may not be initiated unless:
(1). The clinician has determined that KOP was appropriate by evaluation and evidenced that determination in writing;
(2). The medication has been approved as KOP by the Agency in collaboration with the medical and Pharmacy providers;
(3). The inmate has been educated on the process of taking his or her medication and how to get refills;
(4). The inmate signs in acknowledgment of receipt of a specific number of pills/ointment/creams on a specific date; and
(5). The nurse or designee (as permitted by licensure) signs to acknowledge that the prescription was given to the inmate.

3.26.2.7 The Agency reserves the right to implement changes in the medication administration process including, but not limited to, the implementation of an electronic system.

3.26.3 All persons with chronic somatic or psychiatric conditions will be seen face-to-face by the doctor or psychiatrist at least quarterly for the purpose of medication review including efficacy, dosage, side effects and need for continuance. Monthly nursing sick call for chronic care patients who are high risk shall be conducted.

3.26.3.1 The Provider shall ensure that an inmate on chronic medications experiences no interruption in the administration of the medication as a result of availability. Refills shall be timely processed to prevent interruption.

3.26.3.2 Chronic care appointments shall be timely scheduled and held to ensure that there is no interruption in the availability of medication for want of physician action.

3.26.3.3 Refills shall NOT be processed prematurely based on expiration of time where the inmate has medication remaining due to missed dosages.

3.26.3.4 When an inmate is transferred, prescribed medications shall be transferred with the inmate to obviate the necessity of renewing the prescription prematurely at the new institution.

3.26.4 All facilities staffed with medical/mental health nursing staff will be permitted to store a limited number of stock medications as agreed upon by the Agency, the Medical Provider, and the Pharmacy Provider.

3.26.4.1 Stock medication shall be used in response to "STAT" orders, newly ordered medication for an inmate that has not yet received his or her patient specific drugs, or in other cases as agreed upon between the Agency and the Medical Provider in collaboration with the Pharmacy Provider.

3.26.4.2 Use of stock medication will require:

(1). Documentation on the stock card as described by policy; and

(2). Documentation on the MAR that the medication was given from stock that includes the time, date, route, and initials of the nursing staff or provider administering the medication.

3.26.4.3 In the event that a mid-level or physician provides the medication, the same documentation is required. Mid-level providers will document medications they provide. Nurses are permitted to document medication as given by the physician, but the note accompanying such documentation should reflect the date, time and name of the person actually dispensing.

3.26.5 Approval for the use of non-formulary medications shall be in consultation with the Pharmacy Provider.

3.27 Chronic Care Clinics

3.27.1 The Medical Provider shall operate a comprehensive chronic care program that ensures that conditions requiring chronic care are appropriately diagnosed, treated, and controlled to prevent and minimize de-compensation and/or complications of the diseases. Somatic health Chronic

Care Clinics and individualized treatment plans developed through periodic outpatient evaluations minimize acute hospital care services and prevent misuse of primary care services.

3.27.1.1 Chronic care conditions include patients with chronic medical problems such as asthma, diabetes, epilepsy, hypertension, infectious diseases and other disabilities or conditions related to aging, terminal illness, etc.

3.27.1.2 A chronic care clinic shall be established for pain management.

3.27.1.3 A chronic care clinic shall be established for ophthalmology / optometry and a data tracking system shall be established for monitoring glaucoma and diabetic retinopathy conditions.

3.27.1.4 The Provider shall identify chronic medically ill individuals for enrollment in the appropriate somatic Chronic Care Clinic to assure regular follow up and evaluation of treatment plan efficacy.

3.27.1.5 The Medical Provider shall follow National Guidelines for disease/condition specific organizations in the development of treatment programs.

3.27.2 The Medical Provider shall refer in writing to the Mental Health Provider any inmate identified in the screening or assessment process, or otherwise in the course of care, who appears to require chronic (or acute) mental health care.

3.27.3 Chronic care patients shall be provided a chart review by a registered nurse or midlevel provider every month and will be seen by a provider every ninety days at a minimum, and at more frequent intervals when clinically indicated.

3.28 Treatment of Acute and Sub-Acute Conditions

3.28.1 The Medical Provider shall render treatment to inmates with acute and sub-acute medical problems or other medical or health problems that are unmanageable in the general population in infirmaries designated by the Agency, unless outside hospitalization is medically indicated.

3.28.2 The Medical Provider shall afford treatment to inmates whose medical conditions require that they be housed in respiratory isolation cells designated by the Agency, as part of the infirmary care program, unless hospitalization is medically indicated.

3.28.3 Infirmary and isolation unit rounds shall be made and documented no less than every shift by a licensed health professional and daily by a physician.

3.28.4 EMR will be used for routine documentation for each patient in the infirmary or isolation unit, and only original signatures or hospital/consultant reports will be kept in hard copy in accordance with the Medical Records Policy and Procedure Manual.

3.29 Emergency Medical Care

3.29.1 The Medical Provider shall treat and stabilize persons requiring emergent or urgent care, including inmates, employees, and visitors. The Medical Provider shall provide emergent care to Agency employees and visitors until they can be transported to a community provider.

3.29.2 Every effort will be made to render appropriate care to inmates on site for emergency events so long as the on site efforts are not contrary to the health and well being of the inmate.

3.29.2.1 The Medical Provider shall have providers on call 24 hours per day, seven days per week.

3.29.2.2 If clinically indicated using a physician's best medical judgment, the inmate will be transported to a local emergency department. The Medical Provider shall manage life-threatening emergencies by using the 911 emergency services established by MIEMSS if the event requires services not considered to be standard within the physician's scope of practice considering his or her Board Certification. The Provider's staff shall coordinate all emergency transfers with security staff.

3.29.2.3 The Medical Provider is fiscally responsible for emergency room services provided to inmates.

3.29.2.4 The Medical Provider shall ensure the availability of emergency treatment through predetermined arrangements with local hospitals.

3.29.2.5 The Medical Provider shall document in the inmate's EMR all emergency services provided to the inmate. All responses to a 911 event are the responsibility of the Contractor. When a 911 event has been responded to and referred to an outside hospital a record from the out side hospital shall be secured by the successful Offeror. All 911 related reports shall be forwarded to the ACOM and reviewed by the CQI team at the next scheduled CQI meeting.

3.29.3 The Medical Provider shall provide trained on site medical personnel to operate emergency equipment at all times that, the Medical Provider is required to be on-site at a facility.

3.29.3.1 The Medical Provider shall maintain and test all emergency medical equipment weekly (including emergency carts), maintain emergency carts and AEDs per DPSCS guidelines and manufacturer's recommendations.

3.29.3.2 A record of such maintenance and testing shall be maintained for review upon request of the Agency without prior notice to the request.

3.30 Inpatient Hospitalization

3.30.1 The Medical Provider shall be responsible for inpatient hospitalization.

3.30.2 The Medical Provider shall abide by direction from the agency with respect to hospital utilization in conjunction with minimizing correctional officer commitment, maximizing public safety, and addressing any objection by the hospital to provide services to inmate patients. Offerors shall be

cognizant of the fact that the only current secure hospital ward is at the University of Maryland Hospital.

3.30.3 Inpatient hospitalization shall occur in conjunction with the Provider's mandated Utilization Management Program.

3.31 Specialty Care – In General

3.31.1 The Medical Provider is responsible for all specialty care, on and off site, except mental health care and dental care other than emergent care and as otherwise provided in this RFP.

The Contractor's plan for delivery of specialty care shall be cognizant of custody scheduling and correctional officer utilization. Clinics and providers should be identified with consideration given, in part, to proximity to inmates in need of services and capacity to see multiple inmate patients in a single visit.

3.31.2 Telemedical services shall be used where medically appropriate if on site services are not available. See Attachment Z

The Medical Provider shall maintain an electronic log documenting the use of Telemedical equipment to include, but not be limited to, the following:

(1). The date used,
(2). The location of where it was used (e.g. infirmary, office, exam room, etc.)
(3). The time used,
(4). The reason for equipment's use (e.g. in-service, HIV consult, outpatient specialty consult, etc.)
(5). Inmate name and number,
(6). Participants (medical staff) in the process

3.31.3 Nursing staff shall provide assistance to visiting clinicians such as medical specialists, dialysis personnel, therapists, and others as needed to assure quality inmate care and smooth operations and continuity throughout the health care process.

3.31.4 The Provider shall be responsible for the entry of specialist progress notes, diagnoses, and any relevant information into the EMR.

3.31.5 The Medical Provider shall ensure that specialty providers have appropriate access to insurance coverage so as to be able to render on-site care where medically appropriate.

3.32 Specialty Care – Vision services

3.32.1 The Medical Provider shall maintain a program of routine vision testing, as described by policy and procedure, for near vision as well as far vision. Appropriate follow up and correction shall be included as a part of this testing program. Vision services as needed will be available to all inmates in accordance with an Agency approved Ophthalmology / Optometry policy.

3.32.2 Based on nursing referral from the intake visual acuity screening, inmates shall be afforded the opportunity to receive such services at intervals of no greater frequency than 24 months or 2 years in accordance with guidelines of the American Optometric Association with the following exceptions:

3.32.2.1 Inmates 50 years of age or older or persons with a confirmed diagnosis of Diabetes shall be afforded the opportunity to be examined by the Optometrist on an annual basis.

3.32.2.2 In the event of identification of a special need which arose prior to the defined frequency intervals, such as traumatic injury, disease, or disorder which impacts vision, the inmate may be evaluated by the Optometrist more often than specified herein and referred to an ophthalmologist based upon demonstrated clinical need.

3.32.3 When visual acuity screening reveals acuity at 20/40 or less, the Medical Provider or its subcontractor shall prescribe and fit eyeglasses (or contact lenses if contact lenses are the only alternative to allowing the inmate to see) in accordance with good medical practice and, in the case of non-sentenced inmates, only with the approval of the Agency's ACOM for the relevant SDA.

3.32.3.1 Eyeglasses will be provided as prescribed as a part of the vision testing at a frequency of no greater than every other year.

3.32.3.2 Exceptions to this frequency shall be made as prescription changes or other medical necessity arises.

3.32.3.3 If an inmate is provided or allowed to use contact lenses, the Medical Provider shall make available to the inmate all of the supplies needed to properly use and maintain the contact lenses.

3.32.4 The Medical Provider shall treat and manage glaucoma in accordance with an Agency approved protocol.

3.32.5 The Medical Provider shall conduct all optometric and ophthalmologic evaluations within eight (8) weeks of referral for non-emergent care. In case of an eye emergency, transient, or other visual loss, infection or pain, the Medical Provider shall immediately evaluate the inmate and make a referral to an ophthalmologist within twenty-four (24) hours for a follow up assessment.

3.33 Specialty Care - Audiology

3.33.1 A Medical Provider shall make available audiology services including, but not limited to, testing and appliances as needed and/or prescribed by policy and procedure to all inmates/detainees.

3.33.2 This hearing testing program is one that goes beyond the use of a tuning fork and shall be developed for and/or maintained in all intake facilities.

3.33.3 The Medical Provider shall be responsible for the conduct of hearing screenings related to school evaluations for juveniles in accordance with the ACLU partial settlement in DuVal v. O'Malley.

3.33.4 It shall be understood that in addition to the appliances, batteries to assure the appropriate use of hearing devices shall be covered as a Medical Provider expense.

3.34 Specialty Care – Physical Therapy

3.34.1 The Medical Provider shall render physical therapy services to all inmates requiring such services by physician order. The Medical Provider shall make every effort to provide such services on site within the correctional facility.

3.34.2 The Medical Provider will purchase and maintain basic equipment necessary for physical therapy on site within the correctional facility.

3.34.3 The Medical Provider shall develop a centralized on-site PT schedule and assure coverage that will provide physical therapy services as ordered statewide in DPSCS facilities.

3.35 Specialty Care – Dialysis Services

3.35.1 A Medical Provider shall arrange for and oversee the maintenance of a full service dialysis unit in the following Service Delivery Areas:

(1). Baltimore (MTC)
(2). Hagerstown (MCI-H)
(3). Jessup (MCI-W)
(4). Jessup (JCI)

3.35.1.1 The dialysis units will be fully staffed at all times to accommodate the patients needing services in those geographic areas. (See Attachment O). At the time of this document's preparation, these services are being provided to approximately fifty (50) patients.

3.35.1.2 The units shall be operated as necessary to meet the needs of the inmate population, which may require operation seven days a week and on multiple shifts.

3.35.2 In the event of unavailability of dialysis machinery due to electrical outages or other inevitabilities, the Medical Provider shall have a written plan of action to meet the dialysis needs of these patients without interruption to service. A contingency plan shall include transfer to other DPSCS facilities as practical. The plan shall utilize outside facilities only after all other avenues have been exhausted and only upon the approval of the Agency's Medical Director or, in her absence, the Agency's Director of Nursing.

3.36 Specialty Care – Obstetrics and Gynecology

3.36.1 The Medical Provider shall ensure that gynecological services are available to the female inmate population and that obstetric services are available to any pregnant inmate. The Medical Provider shall maintain a list of specialized obstetrical services.

3.36.2 All pregnant inmates shall be identified and triaged according to the DPSCS OB/GYN guidelines and Intake Policy and Procedure.

3.36.2.1 An OB/GYN specialist or NP/PA supervised and trained in OB/GYN to manage high risk pregnant females must see all pregnant inmates within the time limits set by policy and procedure. The Medical Provider shall have a provider assess and appropriately treat any pregnant inmate admitted with a history of opiate use.

3.36.2.2 The Medical Provider shall make available timely and appropriate prenatal care, specialized obstetrical services when indicated, and postpartum care for pregnant inmates consistent with Agency policy and guidelines. Prenatal care includes but is not limited to:

(1). Medical examinations
(2). Laboratory and diagnostic tests (including offering HIV testing and prophylaxis when indicated)
(3). Advice on appropriate levels of activity, safety precautions, and nutritional guidance, and counseling

3.36.2.3 In the event of any indication of difficulty or complications of the pregnancy, the inmate will be taken to UMMS for immediate attention per policy and procedure. Identification of inmates who are at medical risk related to being able to sustain pregnancy beyond the first trimester shall be brought to the attention of the Agency Medical Director and the Provider's Utilization Management Director for disposition. Such inmates may include HIV pregnant females and co-infected pregnant females with Hepatitis B or C.

3.36.2.4 The Provider shall discuss with each pregnant inmate during the first trimester of pregnancy the inmate's desire to continue the pregnancy, presenting factual information about risks associated with either a decision to continue or terminate the pregnancy.

3.36.2.4.1 If after such discussion it is the inmate's desire to terminate the pregnancy, the Medical Provider shall make arrangements and have the responsibility to do so.

3.36.2.4.2 Elective terminations of pregnancy will only occur during the first trimester.

3.36.2.5 The Medical Provider may terminate pregnancies that are medically required and appropriate after discussion with the Agency's Medical Director.

3.36.2.6 The Provider, with its Utilization Management Specialist, shall secure and maintain a written agreement with a community facility for delivery unless the Agency has such an agreement in place already.

3.36.3 The Medical Provider shall be responsible for the development and delivery of an onsite, video women's health education program at MCIW and WDC including but not limited to education on STD, HIV, abnormal pap smear, mammograms/breast cancer, breast feeding, nutrition and pregnancy spotting, cramping, first (1^{st}) trimester terminations of pregnancy, hepatitis, and alcohol and drug abuse.

3.37 Specialty Care – Terminally Ill Patients

3.37.1 The Provider shall evaluate the status of terminally ill inmates upon learning of their need, and participate with the other health providers and Agency service providers in the development of a plan of care and support services. The plan shall be in writing and shall include the participation of the Agency's Mental Health and Social Work staff and other providers as appropriate. The plan of care and support will contain:

(1). A pain management program developed in collaboration with medical and mental health care clinicians;
(2). A DNR (Do Not Resuscitate) process through a Palliative Care /Hospice program;
(3). Care and support services that will include onsite durable medical equipment;
(4). A plan to assure that, upon admission to an on site infirmary, inmates will be given a patient bill of rights, educated on a living will execution and identification of next of kin or guardian to act on their behalf in the event that one becomes necessary;
(5). On-going evaluation of the mental status of terminally ill inmates.

3.37.2 The Medical Provider shall assist in accumulating information in conjunction with Medical Parole.

3.37.2.1 The Medical Provider shall make available to the Maryland Parole Commission, either directly or indirectly, any information relevant to an inmate's direct or indirect quest for medical parole.

3.37.2.2 When appropriate under Agency guidelines, the Medical Provider may directly or through the Agency initiate a request for medical parole for a terminally ill or otherwise medically infirm inmate who does not represent a threat to public safety as a result of his or her medical condition.

3.38 Transfer and Release

3.38.1 The Medical Provider shall ensure continuity of care within the Agency by adhering to Agency Policy and Procedures on Transfer and completing a transfer assessment form.

3.38.1.1 The transfer form designated by the Agency and contained within the EMR, shall be completed by the Medical Provider within twelve (12) hours of having been notified of transfer or release.

3.38.1.2 Transfer forms shall be considered to be valid for up to three months prior to the transfer. Transfers occurring more than three months after the form has been completed shall require that the form be re-completed to assure current accuracy.

3.38.1.3 The Medical Provider shall prepare transfer forms for all inmates anticipating release who are sent to a "release" center in order that the release shall occur in an appropriate geographical jurisdiction. The transfer form shall be updated no less than weekly until the inmate has been released.

3.38.1.4 Medication for an inmate being transferred to another institution shall be transferred with the inmate in coordination with custody.

3.38.1.5 Clinicians receiving the inmate shall review the transfer form at the inmate's assessment at his or her new location. If there are no changes since the time of the transfer, the clinician may make documentation in the inmate's EMR to that effect. If health changes are seen that differ from the sending facility's assessment, the clinician shall document those changes in the inmate EMR.

3.38.1.6 The Medical Provider may not initiate an infirmary to infirmary transfer without the approval of the Agency Medical Director and chief of case management.

3.38.2 The Medical Provider shall utilize a Continuity of Care Form (hardcopy) consistent with Agency Policy and Procedure in conjunction with inmate release.

3.38.2.1 The Medical Provider shall prepare for releases from the time of admission to the system by initiating a Continuity of Care Form (hardcopy) upon initial assessment of the inmate to a facility.

3.38.2.2 At the time of release, the Continuity of Care form should be completed, signed by the inmate, and provided to the inmate to take, or to the Release Officer or be taken with him or her to a new destination, with a copy remaining in the hard copy chart.

3.38.2.3 The Medical Provider shall provide inmates who have chronic medical conditions being released to the community, a total 30-day supply of each medication currently or if when a release planner has identified a community resource with a confirmed appointment medication to continue treatment until appointment as well as a prescription for continued medication, with the following exceptions:

(1). Inmates taking drugs as Tuberculosis therapy, who shall be referred directly to their local health department for continuation of medications;

(2). Inmates taking certain psychotropic or other medications which, if taken in sufficient quantity, could cause harm, unless so specifically ordered by the treating clinician; and

(3). Inmates whose total treatment course for their condition will be less than 30 days following release, in which case only the amount necessary to complete the treatment cycle shall be dispensed.

3.38.2.4 Any actual medication being supplied to the inmate on release shall be appropriately packaged and labeled for use in the community. The inmate's institutional supply of medications shall not be utilized as release medications unless a separate release supply is not received and the date of release has arrived.

3.38.3 The Medical Provider shall designate a discharge planning staff that consists of nurses with discharge planning or case management experience who shall work with Agency Case Management and Social Work within their assigned facilities to assure adherence to Agency policy regarding discharge/release requirements.

3.38.3.1 There shall be no less than one nurse in each of the following correctional environments assigned to release planning:

(1). Baltimore Pre-Trial Facilities

(2). Baltimore Sentenced Facilities that will include a nurse dedicated full time to the Maryland Correctional Adjustment Center (MCAC)

(3). Hagerstown Facilities
(4). Cumberland Facilities
(5). Eastern Correctional Facilities

3.38.3.2 There shall be no less than two discharge planning nurses in the Jessup Service Delivery Area.

3.38.4 Responsibilities of the discharge planning nurses shall include, but not be limited to:

(1). Open and continuous communication with Agency case management and social work staffs to assure that all persons in need of medical or mental health follow up upon release is served;
(2). Familiarity with local community facilities that can be used for referral in the areas the inmate will be living upon release;
(3). Verifying release dates reflected in EMR for inmates in need of community medical assistance;
(4). Collaboration with Social Work in the facilities to assure that information regarding releases is shared and that those persons required to be followed through discharge have information that is complete;
(5). Collaboration with medical and mental health specialists to ensure that any special instructions or follow up requirements are conveyed to the inmate;
(6). Assuring that all inmates with a chronic, mental health or acute disease receive a supply of medications consistent with Agency policy, and that the Agency has signed documentation of that receipt;
(7). Completion of an approved Continuity of Care form for the patient to take to his community provider;
(8). Development and maintenance of a log in Excel format that will provide the following information upon request:
    (a). Released inmate identification including DOC number;
    (b). Recorded date of release;
    (c). Actual date of release;
    (d). Diagnoses requiring continuity of care;
    (e). Whether or not the Continuity of Care form was completed and distributed as required;
    (f). Medications provided upon release and amount;
    (g). Whether or not a copy of the Continuity of Care form was completed and signed by the patient;
    (h). Any “last minute” patient education provided;
    (i). Any suggested follow up sites provided to the released inmate;
    (j). Where, if any, referrals for follow up care were made with dates of any appointments made for the released inmate.

3.38.5 Upon notification from the Agency in anticipation of the release of any inmate, the Contractor shall complete required health examinations and/or forms in application for social security income benefits, Medicaid, or any other entitlement program for which the inmate might be eligible upon release. (Attachment U)

3.39 Diagnostics – In General

3.39.1 The comprehensive contract awarded shall include all laboratory and related costs as the responsibility of the Contractor.

3.39.2 Diagnostic services shall include blood draws of all specimens and data collection and all transportation of specimens, testing data and documents, including any laboratory services requested by the Mental Health provider. These services shall be available daily at any intake facility and five days per week at all other institutions. Nursing and health provider staff shall be utilized if phlebotomists are not available.

3.39.3 The Contractor shall employ adequate lab services that have the capability to transfer lab results electronically.

3.39.3.1 Laboratory services shall include a secure printer to receive test results, provisions for stat services, daily pick up of specimens and delivery of reports.

3.39.3.2 The Medical Provider shall ensure that the contracted laboratory has a quality improvement plan, which includes the equipment calibration and check of reagents.

3.39.4 The physician shall review all laboratory results within 48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results and document this review in EMR. The physician or psychiatrist on call shall be notified immediately of all STAT reports within four hours of the draw. All laboratory results shall be entered in the appropriate EMR location within forty-eight (48) hours of receipt. No lab shall be filed without verification of a review by a medical professional provider that contains an initialed date and time indication on the form.

3.39.5 All abnormal laboratory results shall be brought to the attention of the medical clinician immediately (same day) upon receipt and the medical clinician shall review and make a notation regarding those abnormal results and the plan for care subsequent to the abnormal results in EMR.

3.39.6 All laboratory results shall be shared with the inmate at the earliest possible date (routine visit, sick call, or if nothing is scheduled, a special visit to the clinic for results).

3.39.7 A tracking system shall be initiated that sets forth:

(1). Date of order
(2). Date test drawn
(3). Date results received
(4). Date results reviewed by health provider

3.39.8 The tracking report shall be submitted and audited monthly in the Baltimore Pre-trial region in accordance with the DuVal v. O'Malley agreement, and shall be available in all other regions upon request.

3.40 Diagnostics - Radiology

3.40.1 The Medical Provider for this medical contract shall be responsible for all radiology and related costs.

3.40.2 All routine x-rays shall be provided in the Service Delivery Area with either on site x-ray machines or a mobile service. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician.

3.40.3 The Medical Provider shall ensure that results are reported to the prescribing provider within forty-eight hours. Positive findings are to be faxed, emailed or telephoned to the prescribing provider within 2 hours of the x-ray. The on call physician or psychiatrist shall be notified of positive findings if the prescribing physician or psychiatrist is not on duty. Documentation of the results shall occur on the same day.

3.41 Diagnostics - Electrocardiogram

3.41.1 The Medical Provider shall provide EKG services at the institutions.

3.41.2 "Over read" services for emergencies shall be provided within real time to avoid unnecessary Emergency Room trips.

3.41.3 The prescribing physician or the physician on call shall be notified immediately of all abnormal results and or normal findings in emergent cases.

3.42 Diagnostics – Troponin Enzyme Test

3.42.1 The Medical Provider shall adhere to an Agency approved plan for the use of Troponin enzyme tests and assure that all nurses working in infirmaries where it is employed are trained in the care and use of the test.

3.42.2 The program shall follow the mandates of the Agency, specifically protocols already set into place, regarding this process in its NBCI application and:

(1). Shall work with the Agency to evaluate the efficacy of using the test to limit the need to transport inmates complaining of chest pain to emergency rooms for evaluation of possible heart attacks;

(2). Identify additional institutions experiencing significant off site transports for cardiac evaluation; and

(3). Expand the process to additional sites beyond NBCI as directed by the Agency.

3.42.3 Expansion shall include procurement of any permissions, licenses, or certifications and all staff training and oversight as necessary to assure quality patient care in the use of Troponin.

3.43 Medical Provider's Role in Delivery of Mental Health Services

3.43.1 The Medical Provider shall refer inmates to the Agency's Mental Health Service Provider immediately upon detecting a possible mental health need during the delivery of medical services and, if that inmate is already receiving mental health services, make certain that an observation note is included in the medical record.

3.43.2 The Provider shall:

(1). Refer inmates to the Facility Chief Psychologist for mental health needs, or on-call psychiatrist for medication issues;
(2). Dispense, and administer medication for inmates with diagnosed mental disorders that have been prescribed psychotropic medication intervention;
(3). Conduct all labs associated with the prescribing of psychotropic medications as ordered by a psychiatrist;
(4). Provide consultation services to the Agency's mental health staff in the event of co-morbid conditions;
(5). Provide the necessary medical clearance immediately to permit an inmate to be transferred from a maintaining institution to the Agency's acute mental health unit regardless of shift;
(6). Collaborate with mental health specialists (both Provider and Agency) on suicide prevention and reduction of self-injurious behaviors;
(7). Conduct a medical examination of any inmate transferred to an acute unit within 12 hours as required by correctional standards; and
(8). Report psychotropic medication non-compliance to the Facility Chief Psychologist for remedial intervention with the patient.

3.44 Medical Provider's Role in Dental Emergencies

3.44.1 Twenty-four hour emergency dental care shall be provided to all inmates in all facilities. If indicated, hospital-based emergency care shall be provided.

3.44.2 In the absence of the contracted Dental provider, the Medical Provider shall assure that all persons requiring emergent dental care and/or stabilization receive that attention as medically appropriate including off-site oral surgical assessments, abscessed tooth pain management, bleeding gums, oral lacerations, etc.

3.44.2.1 The Medical Provider shall notify the on call Dental Service clinician as appropriate and/or make a referral to the Dental Service Provider.

3.44.2.2 All information relating to oral surgery, broken jaws, wiring, or dental situations requiring admission to the infirmaries shall be provided to the dental provider no later than as soon as the inmate is stabilized if it occurs during the dentist's time in a facility, or by the start of the shift of the next day when a dentist is present.

3.45 Interdisciplinary Consultation

3.45.1 Patient Clinical Case Conferences shall be planned and implemented for any medical or mental health patient noted to be out of the ordinary such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care.

3.45.2 Patient Care conferences shall include persons from all disciplines involved in treatment, social work/case management, and the ACOM at a minimum. Custody staff may need to be included in some cases as well.

3.46 Infection Control

3.46.1 The Medical Provider shall manage an infection control program in compliance with CDC guidelines and OSHA regulations, which includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws and Agency policy and guidelines.

3.46.1.1 The Provider's Medical Directors, Directors of Nursing and Infection Control Coordinators shall be responsible for the overall management of the Infection Control Program activities within each Service Delivery Area throughout DPSCS.

A monthly infection control meeting shall be organized and chaired by the provider in each service delivery area that shall include as attendees representatives from each of the inmate medical services providers, the Agency, and local health departments, the Department of Health and Mental Hygiene, and the AIDS Administration as appropriate and necessary.

3.46.1.2 The Medical Provider shall ensure that staff are specifically oriented and trained to comprehensively support the Agency's Infection Control Program as outlined in the Agency's Infection Control Manual.

3.46.1.3 The Provider's Infection Control staff shall be responsible for the on-site clinical case management of infectious disease patients identified for infectious disease consultation regardless of mode of consultation (e.g. Telemedicine, on-site consult, off-site consult, etc.), for inmates with positive RPR, gonnorhea, HIV/AIDS, hepatitis virus, MRSA, tuberculosis disease and infection and any other infectious disease patients in need of specialty consultation and subsequent treatment, monitoring and tracking throughout the DPSCS system.

3.46.1.4 The Provider's Directors of Nursing and Infection Control Coordinators and/or their designees (but at a minimum both directors and IC Nurses from each area) shall attend the Agency Service Delivery Area's Monthly Quality Improvement Meetings, the monthly Agency Medical Advisory Council Meetings, the monthly Agency Statewide Infection Control Meetings, and any meetings identified or called by the Agency for the purpose of attending to issues related to the Infection Control Program activities

3.46.1.5 Responsibility of the Infection Control Staff includes:

(1). Any investigations deemed necessary by the Agency for prevention of spread and/or to locate the source of an infectious process.
(2). The immediate notification in accordance with the Agency's Manual of Policies and Procedures to the Agency's Infection Control Nurses including actions taken and to be taken up to the time of that notification.
(3). Monthly education and in-service presentations related to Infection Control issues for the Provider's staff, Agency staff and other vendor staff at the Infection Control meetings described above.
(4). Patient education for the inmate population for all DPSCS facilities.
(5). Attendance and participation in monthly Agency statewide Infection Control meetings, unless otherwise excused by the Agency's Director of Nursing.
(6). Oversight of the HIV testing program.
(7). Establishment of an effective process for the discharge of HIV inmates to the community that connects such inmates to Ryan White grantees.

3.46.2 The Medical Provider shall submit as a part of this program a monthly Safety and Sanitation report from each of the Service Delivery Areas.

3.46.2.1 The report will include the results of an inspection by the Infection Control Nurses that will address areas in need of repair, replacement, or cleaning with a plan for correction of any deficits noted.

3.46.2.2 The Medical Provider shall separately submit to the Agency a monthly report of all infectious disease surveillance, and will include in that report incidence and rate for each disease. At a minimum that report will contain incidence and rates for Tuberculosis, HIV+ disease, Hepatitis C, STDs, MRSA infections, and any reportable infectious conditions, and isolation use. (see Attachment T -Infection Control Reporting Form)

3.46.3 The Medical Provider will specifically address a program for the prevention of MRSA in the facilities.

3.46.4 The Medical Provider will specifically address programs for HIV and Hepatitis C prevention and control in the facilities consistent with the Hepatitis C Panel and Infectious Disease Consultants using Telemedicine and Agency policy and procedure.

3.46.5 The Medical Provider will report and have a plan in place to respond to any potential infectious disease outbreak or initial index case(s). (Such as H1N1, Bird Flu, Influenza, MRSA, Chicken Pox, etc.)

3.46.6 The Medical Provider shall operate a comprehensive infection control program that ensures that communicable diseases are appropriately diagnosed, treated, and controlled to prevent and minimize infectious disease outbreaks.

The Medical Provider shall execute the routine collection of lab specimens from infectious disease patients at the facility level by the facility nursing staff. The specimens collected shall include phlebotomy and oral testing collection, placement and reading of PPD's, administration of flu vaccinations, hepatitis vaccinations, etc.

3.46.7 The Provider's Infection Control Coordinator and Infection Control staff, as well as designated facility staff, shall provide orientation, training and support for the Provider's medical and nursing staff in the acquisition of the skills necessary to execute the activities of the Infection Control Program guidelines. An example of such skills include, but are not limited to, the placement and reading of PPD's for screening of TB infection, phlebotomy skills for drawing blood for monitoring the status of infectious disease inmates, acquisition of specimens for HIV testing through OraQuick technique, and other relevant testing.

3.46.7.1 Training shall be delivered after all necessary certifications (from the Department of Health and Mental Hygiene, AIDS Administration, and other governing bodies) have been obtained to permit the training.

3.46.7.2 The Provider's Medical Director, Director of Nursing and Infection Control Coordinator shall provide in-service and training activities and schedules to the Agency's Director of Nursing (DON) for approval prior to initiation of the in-service activities.

3.46.7.3 The Medical Provider shall document the training activities in the training records of its employees and submit copies to the Agency Director of Nursing.

3.47 Investigation and Follow up of Grievances/ARPS and Complaints

3.47.1 The Medical Provider shall investigate complaints made by inmates through the Administrative Remedy Procedure (ARP) or otherwise, and by any other person of interest regarding any aspect of the Medical Health Services and respond to the Agency within ten days of receipt of the request. The Medical Provider shall fully comply with the Administrative Remedy Procedure (ARP) policy and its time restrictions (Attachment P).

3.47.1.1 The Agency will forward any Inmate correspondence or correspondence from other persons of interest received, relating to this Health Care / Utilization Management module-to the Provider, if response is appropriate. The Medical Provider shall investigate each of these referrals and respond directly to the source with a copy to the agency.

3.47.1.2 A copy of complaints about service received directly by the Medical Provider shall be forwarded to the Agency upon receipt to determine whether response is required.

3.47.1.3 A copy of any response shall be sent to the applicable ACOM or, if a Statewide issue, to the Agency Director of Nursing.

3.47.1.4 Any time a response is considered to be non-responsive, i.e., does not directly answer the question posed, it can and shall be returned to the vendor for re-investigation and more appropriate response.

3.47.1.5 All correspondence relating to complaints and all grievances or ARP's shall be logged to include the date received, the inmate name and identifying number, with his or her title, the source of the complaint (for example: inmate, inmate family member, lawyer), the outcome of the investigation into the complaint, the person or agency to whom the response was sent, the date of the response, the person responding (if any).

3.47.2 The Agency, in its sole discretion, may direct that the Medical Provider take specified action with regard to a complaint.

3.48 Emergency Preparedness

3.48.1 The Medical Provider shall ensure that medical personnel are available to provide health care services on-site as required by this Contract during severe weather, natural disasters, pandemics and other emergencies. Subcontractors providing dialysis and other specialty services are expected to have plans that permit the continuity of operations under such conditions.

3.48.2 The Medical Provider shall develop and implement, as necessary, an emergency management plan covering treatment and evacuation procedures for both individual and multiple casualties or patients, consistent with the Agency's and specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).

The Provider, as part of its emergency management plan, shall plan for mass outbreaks of infectious disease, showing plans for the use of the available respiratory isolation beds as well as other areas in the various facilities, in collaboration with the Department of Health and Mental Hygiene (DHMH) and the Maryland Institute for Emergency Medical Services System (MIEMSS).

3.48.3 The Medical Provider shall conduct a mock disaster drill annually and/or at the direction of the DPSCS Medical Director at each facility in collaboration with security staff.

3.48.3.1 The Medical Provider shall participate in all regional and statewide institutional emergency services plan rehearsals.

3.48.3.2 The Medical Provider shall document and critique the responses of the health care staff to disasters and disaster drills, shall develop corrective action plans as necessary to correct deficiencies, and shall submit a comprehensive report to the Agency within thirty (30) days of the activity.

3.48.4 The Contractor shall document and critique the response of the health care staff to one "man down" drill per shift per year, shall develop corrective action plans as necessary and shall submit these to the Agency within 30 days of the activity.

3.49 Hazardous Waste

The Medical Provider shall be responsible for and provide for the removal and disposal of all bio-hazardous or toxic waste created by the operation of the inmate health care program by the Medical Provider, its subcontractors, and other service providers involved in the inmate health care program, in accordance with Federal and State laws.

3.50 Renovations of any Facility sites or Portions of Those Sites

The Medical Provider shall not renovate any Agency structure without the written permission of the Agency.

3.51 Research

3.51.1 The Medical Provider shall cooperate with Agency approved research studies and/or special clinical programs.

3.51.2 Research shall not be conducted without specific written approval by the agency.

3.52 Continuous Quality Improvement

3.52.1 The Medical Provider shall implement the CQI program and participate, as required by the Agency, in all quality improvement programs, peer review, utilization review, risk management and any necessary accreditation activities.

3.52.2 The Medical Provider shall manage a program for continuous quality improvement (CQI) that includes:

(1). Regular (quarterly) State-wide multi-vendor meetings, chaired by the Provider's UM Medical Director, where designated by the Agency with all appropriate State and Medical Provider personnel including, but not limited to:
(a). The Department's medical director, Director of Mental Health and Director of Social Work;
(b). The Department's Director of Nursing,
(c). The Medical Provider's Infection Control Staff,
(d). Directors of Nursing and Medical Directors the Medical Provider and the Providers of other health delivery modules.
Such meetings will include updates on infectious disease within the various Service Delivery Areas that include outbreaks, care for disease, program initiatives, and other appropriate disease topics that can lead to improve quality care in the Service Delivery Areas.

(2). Quarterly area multidisciplinary CQI committee meetings and reviews in each Service Delivery Area to monitor the health services provided; collect, trend and disseminate data; develop and monitor corrective action plans; and facilitate communication between disciplines.

(3). The Medical Director for Utilization Management shall designate the Service Delivery Area's Medical Director to chair the monthly Area CQI Committee.

Membership shall include, but not be limited to:
(a). The Assistant Commissioner of Correction/designee for the SDA,
(b). The Agency's Contract Operations Monitor (ACOM),

(c). The Area Director of Nursing,
(d). The Area Dentist,
(e). The Area Psychiatrist,
(f). The Agency Chief Psychologist(s) within the SDA,
(g). Representatives from other departments as appropriate.

The committee shall perform the following functions:
(a). Review the total health care operation;
(b). Conduct studies of health services on a monthly basis, and such other functions as specified by the Department's Director of Nursing;
(c). Analyze issues referred to it or identified through the quality improvement process;
(d). Develop corrective action plans, take corrective actions, evaluate their effectiveness; and
(e). Document and report all activities in committee minutes.
(f). Monitor, update and comply with any consent decree.

Relative outcomes discussed at these meetings will be brought to the monthly Statewide meetings at least quarterly for continued discussion and to share lessons learned.

(4). An appropriate quality improvement program for subcontractors, which shall include, but not be limited to:
off-site hospitals,
specialty physicians,
laboratory, and
related health care programs and offerings.

The Medical Provider shall submit documentation in support of this CQI effort to the Department's Director of Nursing as directed.

3.53 Peer Review

3.53.1 The Provider’s medical staff will comply with and contribute to a requirement for Peer Review that will be managed through the internal utilization process and shared with the Agency Medical Director.

3.53.2 A discipline appropriate, clinically equivalent, clinician designated through Utilization Management shall review the work of all practicing physicians and midlevel providers minimally on an annual basis.

The results shall be communicated to the Agency within 15 days of the anniversary of the clinician’s entrance on duty date.

3.54 Contractor Safety and Sanitation Inspection

3.54.1 The Medical Provider shall coordinate with designated DOC personnel monthly Safety and sanitation inspections of each of the State facility health service areas.

3.54.1.1 The Medical Provider shall make appropriate recommendations for corrections on deficiencies noted. The Medical Provider will follow up on findings and send weekly written reminders via electronic mail to the warden's staff with copies to the Director of Nursing until the deficit has been corrected.

3.54.1.2 The Medical Provider will submit a report on its findings to the Services Delivery Area Multidisciplinary Continuous Quality Improvement Committee as well as a monthly written report to the Agency.

3.54.2 The Medical Provider shall ensure that its staff is familiar with, and abides by, appropriate safety and sanitation procedures including, but not limited to, proper use of hazardous waste receptacles, proper storage of materials that require refrigeration, and limits on use of refrigerators procured to store medications or laboratory samples.

3.55 Risk Management Program

3.55.1 The Medical Provider shall abide by all Agency rules, regulations, policies, and procedures regarding risk management and will work in collaboration with all other contractors for medical and mental health services to assure that safety and prudence are exercised at all times.

3.55.2 The Medical Provider shall submit a monthly report of all incidents/ accidents/ errors occurring or discovered by its staff. Reports will include the incident or event, the date it occurred, how it was discovered, any outcomes as a result of that event (good and/or bad), and what is being done to prevent re-occurrence. Monthly narratives, summations of audit findings or verbal reports will not be considered as acceptable. Reportable events include but are not limited to:

(1). Unexpected or unexplainable deaths,
(2). All suicides successful or attempted,
(3). Assaults on contractor staff,
(4). Inmate assaults requiring medical treatment,
(5). Post "use of force" examinations,
(6). Emergency Responses necessary to maintain or resuscitate life,
(7). Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.
(8). Exposures to infectious diseases,
(9). Prophylaxis administration,
(10). Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).

3.56 Mortality Review Program

3.56.1 The Medical Provider shall manage a formal mortality review process consistent with its Agency approved manual.

3.56.2 Reviews shall be completed within forty-eight to seventy-two (48-72) hours of the death when possible (i.e., a chart is available for review of the Agency and/or the ACOM and comment by same.) Any delays in this process shall be discussed with the ACOM, or the Agency's medical Director or Director of Nursing in the absence of the ACOM.

3.56.3 Reviews shall encompass no less than the presumed cause of death, factors that may have contributed to that death, an assessment of treatment and care provided to the inmate in weeks leading up to the death, as well as any other pertinent information necessary to assure that all appropriate measures necessary for the care and treatment of the inmate had been taken.

3.56.4 In the case of a death review that discloses an opportunity for improvement in the processes or delivery of care, whether or not the care rendered was within community standards, a corrective action plan will be developed.

3.56.5 Mortality Review reporting shall be submitted to the Agency as required by Agency policy. All findings will be forwarded to the Management Assistant for the Medical Director for inclusion in the final chart review of the inmate.

3.56.6 The seventy two hour review does not preclude further full review as a part of the regular CQI meeting agenda.

3.56.7 The Medical Provider shall conduct a review of all outcomes to identify any trends and need for corrective action.

3.57 Pharmacy and Therapeutics Program (P &T) Committee

3.57.1 The Medical Provider shall participate in a Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the Agency's drug formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying prescribing patterns of practitioners.

3.57.1.1 The Committee shall meet monthly.

3.57.1.2 The Committee shall be led by the Pharmacy Provider.

3.57.1.3 Attendance *from the Medical Provider's staff* shall include, at a minimum, the Statewide Medical Director, Director of Nursing, Utilization Director and other staff as appropriate.

3.57.2 The Medical Provider shall also participate in a monthly P&T meeting to be held in each of the service delivery areas for the purpose of identifying prescription trends, medication administration or effectiveness issues, and any pertinent information to the continued maintenance of the State's formulary.

3.57.2.1 The Meeting shall be led by the Pharmacy Contractor.

3.57.2.2 Attendance from the Contractor's staff shall include, at a minimum, regional medical directors, the area Director of Nursing or designee, supervisory nurses responsible for medication administration, and others as appropriate for any particular meeting.

3.58 Medical Diets

3.58.1 Inmates in need of special diets for medical purposes will be prescribed medically sound diets by the Provider. The Provider's medical staff shall notify the facility's Dietary Department, consistent with Departmental policy, to ensure that inmates are provided medically prescribed therapeutic diets.

3.58.2 The Medical Provider shall supply any medically required dietary supplements.

3.58.3 The Medical Provider shall make available to its medical staff copies of the Agency's diet manual.

3.59 Inmate Health Education Program

3.59.1 The Medical Provider shall provide comprehensive inmate health education to all inmates, including inmate workers.

3.59.2 Disease or condition specific health education shall be provided to inmates with chronic medical conditions and that education shall be documented in the EMR for that inmate.

3.59.3 The Medical Provider shall provide OSHA training to inmate medical unit workers and laundry workers relating to the hazards and proper handling and disposal of bio-hazardous materials such as blood.

3.60 Sexual Assault Program

3.60.1 The Medical Provider shall follow Departmental policy regarding any allegations or complaints regarding sexual assault by an inmate on an inmate.

3.60.1.1 A provider or mid-level provider of the Medical Provider will make a cursory external exam for the purpose of determining trauma that may be life threatening and require immediate attention, but all forensic evidence collections and the full examination will be completed at an external facility, usually an emergency room with the facilities to perform such an examination and complete a rape kit.

3.60.1.2 The Medical Provider or medical staff receiving the complaint will provide documentation of the complaint in the individual's medical record (EMR).

3.60.1.3 Any visual findings revealed during the cursory examination will be documented in the individual's medical record (EMR).

3.60.1.4 The Medical Provider shall be responsible to make transportation arrangements through custody at the facility to get the inmate to an appropriate facility promptly following any allegation or complaint to assure the preservation of any evidence for future litigation. The Medical Provider shall ensure that all cases are referred to Mental Health for evaluation and immediate intervention on return from the forensic examination.

3.60.2 The Medical Provider shall submit a monthly report of all medically triaged assaults.

3.60.3 The Medical Provider shall comply with any standards adopted by the Attorney General of the United States in conjunction with the Prison Rape Elimination Act (PREA), including but not limited to staff training on identification of evidence of unreported sexual assault, appropriate referral processes for possible sexual assault cases, confidentiality, emergency medical treatment, secondary care with evidence collection and chain of evidence documentation.

3.60.4 A Medical Provider shall take all reasonable steps to preclude staff sexual misconduct in accordance with PREA standards including, but not limited to, restriction on situations where cross gender treatment is rendered without a witness present.

3.61 Inmate Worker Screening Program

The Medical Provider shall perform such screenings, diagnostic studies, and preventive services, including vaccinations, as are required for inmates entering or remaining in work and program assignments.

3.62 Methadone Program

3.62.1 The Medical Provider shall maintain the methadone program currently in place at any approved DPSCS facility for:

(1) Utilization in the detoxification / withdrawal of any inmate experiencing withdrawal from opiates where prescribed by a physician; or
(2) Maintenance on methadone of inmates arrested at a time where the inmate is enrolled and participating in a bona fide methadone program in the community.

3.62.1.1 The Medical Provider shall have as a medical option detoxification utilizing methadone, in accordance with Maryland Annotated Code, (Correctional Services Article, § 9-603), for those individuals who medically require these services.

3.62.1.2 The Medical Provider shall coordinate and cooperate with community resources and programs to verify a pretrial detainee's participation in a methadone program and provide the appropriate methadone maintenance dosage until the detainee's term of confinement has been determined. If the inmate is sentenced to a term in the DOC, maintenance of the inmate on methadone shall be discontinued through a taper protocol in anticipation of transfer to DOC.

3.62.2 The Medical Provider shall maintain the program for treating female inmates who are pregnant with methadone as medically necessary and appropriate and required by law.

3.62.3 The Medical Provider shall obtain and/or maintain the necessary licenses and certifications required to be in compliance with Methadone pregnancy, maintenance, and/or detoxification programs in conformance with Federal regulations and regulations of the Maryland Department of Health and Mental Hygiene. The Medical Provider shall be responsible for storing, administering, and dispensing methadone in all facilities consistent with the programs.

3.62.4 Appropriately certified addiction counselors as required by regulatory agencies for the maintenance of a methadone program shall be the responsibility of the Provider.

3.62.5 The successful Offeror is NOT responsible for the maintenance of any inmate on Buprenorphine / Suboxone, but is expected to utilize methadone as medically appropriate in aid of those inmates being taken off of the medication / as a substitute for that medication.

3.63 Detoxification Unit

3.63.1 The Medical Provider shall initiate or maintain a unit within BCBIC of heightened medical observation and appropriate clinical care for inmates going through withdrawal from alcohol or other circumstances requiring heightened medical observation.

3.63.2 The Medical Provider shall include in the program a system of clinically identifying inmates in need of alcohol detoxification or similar services immediately upon arrival at the facility.

3.63.3 The alcohol detoxification services provided shall be in accordance with Agency policies and procedures.

3.64 Patient Health Records

3.64.1 The Medical Provider shall maintain confidential, secure Patient Health Records for each inmate.

3.64.2 A patient record consists of the electronic medical record (EMR) and hard copies of materials as required per Agency policy and procedure.

3.64.3 The present EMR is maintained in a proprietary program known as Next Gen. This product has several templates including but not limited to:

(1). Sick call
(2). Demographics
(3). Chronic care
(4). Nursing notes
(5). Doctor notes
(6). Outside consults
(7). Specialty care
(8). Diabetic
(9). Cardiology

(10). Infection and disease

3.64.3.1 A Medical Provider shall be responsible for an initial training program for all of its potential users as well as for ongoing new employee orientation to the Next Gen product, as well as for additional training relative to any future upgrade of or change from the current EMR product. The Medical Provider shall also provide periodic refresher or remediation training as is required for the program and effective use of this EMR.

3.64.3.2 The Medical Provider shall maintain a sufficient pool of NexGen Super Users that will provide training and troubleshoot onsite user problems.

3.64.3.3 The Medical Provider shall designate an administrative employee to serve as account administrator for the EMR system responsible for the assignment of logons to employees of the Provider.

3.64.3.4 Licenses and maintenance for the EMR system and replacement of system hardware shall be the responsibility of the Agency. The Agency may upgrade or change the EMR product during this contract. In that event, further instruction will be provided to the Medical Provider as appropriate.

3.64.3.5 The Medical Provider shall utilize a "downtime" procedure for periods of temporary EMR unavailability due to power outage or system maintenance that includes entering clinical information in EMR replicated forms and transcription of such information into the EMR database.

3.64.4 The Medical Provider shall be the Agency's designated custodian of the hardcopy Patient Health Records.

3.64.4.1 The Medical Provider shall receive hard copy patient health records from other providers and contractors, on and off site, providing services to the inmate population and shall be responsible for including them in the hardcopy Patient Health Record and in the EMR as appropriate per the Agency's Medical Records Manual.

3.64.4.2 The "hard copy Patient Health Record" shall be comprised of:

(1). The paper record, which consists of those documents that must be contained in the Patient Health Record and are not feasible to be maintained in EMR, and

(2). Those documents that would be necessary to assure the Provider's ability to provide necessary patient care in the event that the EMR system became corrupted or was otherwise not available.

3.64.4.3 The Medical Provider will develop and maintain a centralized work group that is responsible for real-time scanning of all hard copy paper records created and/or received that are not able to be generated from EMR.

3.64.5 The Medical Provider shall prepare for transfer, consistent with Departmental policy, medical, dental and mental health records to whatever location the inmate is assigned within DPSCS as described in the Agency's policy and procedures.

3.64.6 Without breaking inmate confidentiality, the Medical Provider shall abide by Agency policy and procedure regarding sharing necessary information.

3.64.6.1 Records may be available to interdisciplinary health care staff, Agency representatives, the State's legal representatives (Attorney General's Office) and others as designated by the Agency to have access to these files.

3.64.6.2 Medical staff shall share information regarding infectious processes only as necessary to follow good public health principles.

3.64.6.3 Any questions regarding sharing of information can be directed to the Agency's Medical Director, Director of Nursing, CQI-IC Nurses or ACOMs.

3.64.7 The Medical Provider shall use an approved Agency form for all Departmental business unless a form for a particular purpose does not exist, in which case the Medical Provider shall work with the Agency to develop a State approved form for that purpose. The Medical Provider may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Agency for approval.

3.64.8 It is the responsibility of the Medical Provider to utilize forms as they exist in EMR to minimize the necessity of hard copy material. If the Agency agrees to incorporate a form into EMR, the Medical Provider agrees to relinquish any proprietary rights in that form and to cooperate with any IT vendor in the supplementation of the EMR.

3.64.9 All aspects of the inmate medical record are the property of the State and should not reflect the name of a contractor of the State.

3.64.10 The Medical Provider shall establish and facilitate a statewide and regional medical records committee and provide appropriate representatives to serve on and attend all committee meetings as required by the Department, at a minimum monthly.

3.65 Utilization Review/Utilization Management

3.65.1 The Medical Provider shall implement a system of utilization management and utilization review services without conflicting with its medical services or those of its subcontractors.

3.65.2 The Provider, with the approval of the Agency, shall designate an individual with overall administrative responsibility for utilization review and utilization management and a separate Maryland licensed physician as the Medical Director authority for Utilization Management onsite in Maryland.

3.65.3 The Medical Provider shall develop and, following Agency approval, institute a Utilization Management Manual.

3.65.3.1 The manual shall include chapters on, but is not limited to:

(1). Inpatient Hospitalizations
(2). Outpatient Specialty Services
(3). Home Health Services (e.g. TPN, chemo therapy, etc.)

(4). Continuous Quality Improvement
(5). Pre-certification Process
(6). Disease Management
(7). Appeals
(8). Medical Services
(9). Dental Services
(10). Mental Health Services
(11). Radiology
(12). Medical Records
(13). Risk Management and Mortality Review
(14). Infirmary Care
(15). Hospice and Palliative Care
(16). Emergency Care

3.65.3.2 The manual shall address:

Inpatient

- Daily Inpatient Review with Regional and Site Medical Directors, and DPSCS
- Daily concurrent review and coordination with hospitals and site Medical Directors
- Use of InterQual and Milliman criteria provided during concurrent review
- Large case review of patients hospitalized greater than ten days
- Collegial discussion with all physicians on various treatment plans and disease management processes
- Discussion of infirmary bed assignments
- Identification of all readmissions from 30 days of last discharge date
- Weekend discharge coordination on Fridays with follow up discussion on Mondays
- Daily and monthly reports of all inpatients with extensive detail
- Report of I99 cases
- Extensive monthly analysis of UM from UM Medical Director
- Report of ICU/CCU bed days
- Report of Cardiac Admissions and Inpatient Days
- Report of Infectious Disease Admissions and Inpatient Days
- Report of delay cases
- Report of denied Inpatient Days and Appeals provided on a monthly basis
- Report of readmission cases including categories of unavoidable, unrelated, preventable site/hospital and expected
- Report of "In and Out of Network" Hospitalization
- Report of trauma cases with sub categories of assaults, falls, sports/work injuries and self inflicted cases
- Trauma report created with paid claims to date for inpatient admissions per site and region
- Trending report developed for all inpatient admissions related to trauma
- Trending reports provided on a monthly basis for inpatients admissions per site and region with average length of stays identified
- Education to new physicians on the UM inpatient review process
- Identification of top diagnostic patterns per site and region produced on a monthly basis
- Quality audit of Inpatient RN provided monthly
- Diagnostic grouping of all Inpatient Admissions with an extensive EPHR review on each case.

Emergency Room

- Retrospective review of all emergency room visits
- Identification of all preventable emergency room visits
- Education of all Medical Directors regarding the appropriate use of emergency room referral requests as well as infirmary usage
- Daily report of all emergency room visits per site in summary and detailed format
- Medical Director QA Reporting of Emergency Room visit daily compliance
- Report of all preventable emergency room visits in summary and detailed format
- Summary per month of ER reporting non-compliance
- Report of diagnostic categories for all emergency room visits per site and region produced on a monthly basis
- Identification of all trauma cases per categories of assaults, sports/work injuries, falls, and self inflicted cases listed per site and region
- Trending report developed for all emergency room visits related to trauma
- Trending reports evaluated on a monthly basis per site and region

Medical Infirmary

- Concurrent review of all medical infirmary admissions
- Daily and monthly reports of all medical infirmary admissions per site and region
- Review with site Medical Director on appropriateness of infirmary usage
- Report of all appropriate and preventable admissions
- Summary report of infirmary admissions and total length of stays
- Detailed report of all infirmary admissions and total length of stays produced daily and monthly
- Report of diagnostic categories for all medical infirmary admissions per site and region produced on a monthly basis
- Quality audit of the Infirmary RN provided on a monthly basis

Offsite / Onsite SPECIALTY Care

- Review of current authorized services to date provided during collegial review to assist in the appropriate treatment plans
- Use of InterQual and Milliman criteria provided during collegial review
- Medical research provided during collegial review of the current and optimal treatment of disease processes
- Coordination of medically necessary services during collegial review with contracted providers
- Identification of excessive physical therapy usage
- Education of UM collegial process to all site Medical Directors and covering physicians
- Identification of high volume outpatient elective surgery with provision of current standard of care treatment options
- Implementation of new contracted site vendors
- Initiation of an Incorrect Provider report when inmates are sent outside of the SDA without approval or to another provider that was not authorized.
- Report of diagnostic categories for all onsite/offsite services per site and region produced on a monthly basis
- Report of procedural categories for all outpatient surgical services per site and service delivery areas

- Quality audit of the Outpatient RN provided on a monthly basis
- Monthly review of all submitted Serious Incident Reports

3.65.3.3 The Medical Provider shall supply sufficient copies of the Utilization Management Manual as directed by the Agency.

3.65.4 The Provider's Utilization Management system shall include a pre-certification review program applicable, but not limited, to:

(1). All inpatient admissions (Hospital and In-House Infirmary),
(2). Outpatient procedures and consultations,
(3). Specialty Diagnostic and imaging services,
(4). Surgeries,
(5). Twenty-three hour admissions

3.65.4.1 A qualified medical professional shall be available on a twenty-four (24) hour, seven day per week basis, and available by toll free telephone number, to provide pre-certification and pre-admission for services that cannot be managed within normal business hours.

3.65.4.2 Within twenty (24) hours of an admission to a non-DPSCS facility, a Provider shall review all admissions that were not "pre-certified", and make a determination whether such admission was necessary.

3.65.5 The Contractor shall establish a concurrent review program that includes a daily examination of inpatient admissions to monitor the length of stay and frequent communication with appropriate hospital and clinical contractor staff to facilitate discharge of patients to minimize the length of stay.

3.65.5.1 The concurrent review program shall include a component of on-site record review. A written plan for frequency and what types of stays will require on site concurrent review shall be developed and submitted to the Agency for approval and implementation.

3.65.5.2 A Medical Provider shall develop and maintain a system for discharge planning and shall provide recommendation, in consultation with the appropriate clinical provider, to the Agency for the most appropriate DPSCS setting to be used upon discharge from a non-Departmental facility. The Medical Provider will give timely notice of discharge to the Agency and work with the Agency to ensure space availability at the institution/infirmary to which the inmate will return.

3.65.6 On those occasions when the court commits an individual who is hospitalized and has not been admitted to any DPSCS facility in the Department, the Utilization Management Services shall collaborate with medical and mental health services as appropriate in monitoring that individual's treatment, readiness to be admitted to the appropriate DPSCS facility and to develop a plan of care for the individual.

3.65.6.1 The Provider, in collaboration with the Agency medical director, shall determine when the individual is to be discharged and admitted to a DPSCS infirmary, will so inform the Medical Director for the facility, and make all arrangements for transportation.

3.65.6.2 In the event of disagreement with the Utilization Management assessment, the community hospital or provider may file an appeal with the Agency, for review by the DPSCS Medical Director whose decision shall be final.

3.65.7 The State of Maryland is responsible for the reimbursement of medical costs incurred by any local subdivision for any local inmate when the cost of treatment exceeds $25,000. In any case where such potentiality exists, the Agency shall identify the local inmate to the Medical Provider and the Provider shall make recommendations on care, custody and will otherwise exercise Utilization Management with respect to the inmate to the same extent as any State inmate, except that the Medical Provider shall not be liable for costs incurred unless the inmate is in State custody.

3.65.8 All approved consultations shall be completed timely based upon the specialty service availability. Most consultations should be completed within 60 days of physician order and utilization approval for elective processes or 90 days for less available and/or non-emergent services such as orthopedics, neurology, neurosurgery, dermatology, etc. Specialty services shall be administered consistent with agency approved turn around times.

In the event an approved consultation or procedure is not completed within the stated ninety (90) day time-frame, the Medical Provider shall generate a report to the Agency Contract Operations Manager (ACOM) identifying the:

(1). Inmate name,
(2). Inmate number,
(3). Specialty service requested,
(4). Reason for the request
(5). An electronic copy of the approved referral and
(6). Reason describing why the approved request was not completed in a timely manner.

3.66 Utilization Management – Reporting Requirements

3.66.1 The Contractor shall provide the Agency with monthly reports of Utilization Management/Third Party Administration activity, in a form and format approved by the Agency that shall assist the Agency in assessing cost effective performance.

3.66.1.1 A report shall be submitted that includes:

(1). Reports of all catastrophic claims incurred (cost >$25K)
(2). Comparisons of claim trends from different DPSCS sites
(3). Claims status report indicating the number and dollar amount of claims that have been received by the Contractor and paid, as well as those that are not yet paid
(4). Reports on UM denials and appeals
(5). Hospital admissions by type and length of stay (including inmate's facility of origin and the hospital of admission), by patient and in aggregate
(6). Emergency Room visits (other than those that result in admission) by type (including inmate's facility of origin and the hospital of admission), by patient and in aggregate
(7). Infirmary admissions by type and length of stay (including inmate's facility of origin and which infirmary), by patient and in aggregate
(8). Dialysis activity by number of inmates and number of events, by site and in aggregate

(9). Hospice / Palliative Care on-site designations, by new admissions, deaths, releases, and in aggregate for month and for year.

Any report category of "trauma" shall be subcategorized into the nature of the trauma. Additionally, self injurious behavior shall be separately indicated including suicide, suicide attempts, hangings, and overdoses.

3.66.1.2 The Medical Provider shall submit a separate report monthly relating to consultations and referral for specialty services that shall include:

(1). Number of requests, by type and institution
(2). Number of approvals, by type and institution
(3). Dates of request,
(4). Dates of approval
(5). Dates services provided or are to be provided
(6). Identity of provider
(7). Whether services were/ are to be provided onsite, offsite, or via telemedicine

3.66.1.3 A complete annual report of utilization statistics and a narrative summary delineating the accomplishments of the Medical Provider shall be provided by the 30th of July for each contract year, except that the report shall be submitted by June 30 in the final year of the contract.

3.66.2 All consultations and decisions related to pre-certification for off-site specialty services will be documented in the Department's EMR. The Medical Provider will utilize Agency-designated electronic utilization management request forms for all off-site consultation and for any procedure requiring pre approval.

3.66.3 Actual invoices for secondary care provided to inmates within the scope of this contract shall be made available to the Agency as requested in support of the reports.

3.67 Utilization Management – Specialty Panel Board

3.67.1 The Medical Provider shall establish a Specialty Panel of clinicians whose participants are licensed in Maryland who, are independent of the Medical Provider and upon request and at no additional expense to the Agency, can provide an external independent review of an inmate death or clinical grievance and can give independent testimony on any litigation involving a Maryland inmate under the contractor's care including, but not limited to, the following specialists:

(1). OB/GYN
(2). Infectious Diseases
(3). Orthopedics
(4). Internal Medicine
(5). Mental Health/Psychiatrist
(6). Oral Surgery
(7). Dental
(8). Ophthalmology
(9). Addictions

3.67.2 The Medical Provider shall supply the names, resumes, and credentials (Board Certifications etc.) of those individuals available through the Specialty Panel within 60 days following the award under this RFP.

3.68 Utilization Management – CQI and Peer Review

3.68.1 The Provider's Utilization Management Director shall manage the program for continuous quality improvement (CQI) and professional peer review outlined in its manual.

3.68.2 The UM/UR Director shall conduct monthly utilization management related audits of processes solely dealing with the utilization management processes to review measures of performance and to develop and monitor and measure quality improvement outcomes.

3.68.3 The Provider's UM Medical Director shall chair a quarterly DPSCS-Multidisciplinary Continuous Quality Improvement Committee meeting at the Central DPSCS headquarters building or designated location agreed upon by the UM/UR Management and Agency Director of Nursing.

3.68.3.1 The Medical Provider shall supply reports for discussion at these meetings, and shall supply utilization management data specific to the individual Service Delivery Areas and its providers to the various Service Delivery Area Medical Directors.

3.68.3.2 The UM/UR Medical Director or designee shall submit an agenda of items to be presented at these quarterly meetings no later than two weeks before the meeting to the Agency Director of Nursing for approval and/or suggestions for other items for inclusion.

3.68.3.3 The Agency may determine that there is a need for a concentrated subject/theme to be addressed at these quarterly meetings and will advise the UM/UR management with enough notice to direct topics to that area.

3.68.4 Regional Medical Directors shall chair quarterly DPSCS-Multi-Disciplinary Continuous Quality Improvement Committee meeting /reviews in their Service Delivery Areas to monitor health services provided, collect, trend and disseminate data, develop and monitor corrective action plans, and to facilitate communication between disciplines. Information gathered at these meetings shall be shared with the UR/UM Director for use in the Statewide quarterly meetings described above.

3.68.5 The Medical Provider will adhere to a requirement for Peer review that will be completed by the Utilization Review resources.

3.68.5.1 A Medical Provider shall conduct UR/UM specific reviews of the work of all of its own providers or other subcontracted persons, including all providers, and mid-level providers providing inmate health care services to the department.

3.68.5.2 This peer review shall be completed on an annual basis. Discipline appropriate, clinically equivalent clinicians (as approved by the Agency and designated by the contractor's Utilization Management) shall review the work of all practicing physician and midlevel providers and contracted specialty consultants.

3.68.5.3 Results of peer reviews shall be communicated to the Agency within 15 days of the anniversary of the provider's entrance on duty date.

3.68.5.4 The Medical Provider shall also conduct ongoing "peer review" monitoring of individual and contracted specialty consultants and institutional providers (i.e. hospitals, infirmaries, etc) to assure that quality services are being provided.

3.68.5.5 A medical professional specific peer review shall be conducted at the request of the DPSCS medical director if the care in a specific death review was deemed below standards such that consideration for concerns related to ongoing competency is raised.

3.68.5.5.1 A minimum 20 records relating to care sick call, infirmary, chronic disease management, infectious disease (if applicable) shall be reviewed.

3.68.5.5.2 The review must be completed within 10 working days and e-mailed within that same time to the DPSCS Medical Director /designee.

3.69 Data and Reports

3.69.1 The Medical Provider shall be responsible for the development and/or upkeep of electronic data tracking in a format approved by the Agency, and with the capacity to provide reports to the Agency.

3.69.2 The Medical Provider shall be responsible for supplying the data necessary for the completion of the OTS medical template utilized in StateStat (an initiative of Maryland's Governor) by the 10th of the month or as directed by the Director of Inmate Health Services or designee. The information required may be amended from time to time and data in explanation of the template data analysis may be required. (Attachment Q)

3.69.2.1 The Medical Provider shall be responsible for supplying the data necessary for the completion of the Minority Business Enterprise (MBE) reports by the tenth of the month or as directed by the Director of Inmate Health Services or designee. The information required may be amended from time to time and data in explanation of the template data analysis may be required.

3.69.3 The Medical Provider shall develop and maintain a chronic care and infectious disease electronic "database" using a format approved by the Agency, to include, but not be limited to the following data elements in conjunction with the designated disease states:

3.69.3.1 HEPATITIS

Inmate last name
Inmate first name
DOC#
Facility
Known Release date
Date of HCV positive test result.
Date Enrolled in ID Chronic Care Clinic
Exclusionary criteria

Vaccination record to include Hepatitis Status
Genotype
Date Psychiatry referral completed
Hepatitis panel result (HAV, HBV)
HIV test result
Co-infection (including HCV/HIV; HCV/HAV; HCV/HBV)
HCV viral load
Labs results, including at a minimum (with date completed):
- AFP
- Ferritin
- CBC
- PT/INR
- Chemistry (including Albumin, Bilirubin, Creatinine)
- TSH

GI/ID consult request for biopsy or antiviral therapy
Date of Inmate readiness for presentation to HCV panel
Date presented to panel for liver biopsy and panel determination
Date presented to panel for antiviral
Dated Status of Panel Decision (approved/denied/Pending)
Date treatment started
Description of treatment plan
Date treatment completed/stopped (if stopped, document reasons)

3.69.3.2 HUMAN IMMUNOSUPPRESANT VIRUS (HIV+)/AIDS

Inmate last name
Inmate first name
DOC#
Facility
Known Release date
Date of HCV positive test result.
Date Enrolled in ID Chronic Care Clinic
Vaccination record to include Hepatitis Status
Genotype
Date Psychiatry referral completed if needed
Hepatitis panel result (HAV, HBV)
HIV test result and date
Co-infection of infectious or chronic disease
HIV viral load
GI/ID consult request for biopsy or antiviral therapy
Date of Inmate presentation to Infectious Disease Specialist
Date treatment started
Description of treatment plan and updates of changes in plan
Date treatment completed/stopped (if stopped, document reasons)

3.69.3.3 OTHER INFECTIOUS DISEASES

3.69.3.3.1 The Medical Provider shall be responsible for creating and maintaining an Infectious Disease Data Base that will provide information on all infectious disease seen throughout DPSCS facilities.

3.69.3.3.2 The Provider's infection control, medical staff, nursing staff, medical record staff and data entry staff shall be responsible for the immediate documentation in the patient record and data entry of patient data into the DPSCS Infectious Disease Data Base.

3.69.3.3.3 Information in the infectious disease database will include, at a minimum:

(1). Inmate/detainee identification information including name and identifying number
(2). Information regarding the location of the inmate housing at the time of discovery of infectious disease
(3). Information identifying the disease, contacts of the inmate, and steps taken to prevent contagion
(4). Information that determines that there has or has not been an "outbreak", defined as there being three or more cases in a single geographic location).

3.69.3.4 CHRONIC CARE

3.69.3.4.1 The Medical Provider shall develop and maintain a chronic care electronic "database" using a database program or format approved by the Agency to include, but not be limited to, the following data elements:

(1) Inmate Number
(2) Intake Date
(3) Update Date
(4) Last Name
(5) First Name
(6) Middle Initial
(7) Race
(8) Date of Birth
(9) Service Area
(10) Facility
(11) Diagnoses #1
(12) Diagnoses #2
(13) Diagnoses #3
(14) Diagnoses #4
(15) Diagnoses #5
(16) Diagnoses #6
(17) Date of Baseline exam
(18) Date of last clinical evaluation
(19) Date of next clinical evaluation
(20) Active/Inactive
(21) Date of inactivity
(22) Known release date

3.69.3.4.2 This Chronic Care database shall provide the information of its enrollees in a continuum, i.e., the Medical Provider shall include all persons enrolled in Chronic Care and

those with Chronic care conditions that are not enrolled and provide historical as well as current information as described above.

3.69.4 The Medical Provider shall establish and maintain a Peer Review Database, which will be sorted by professional discipline and will contain all of the elements of a peer review for that discipline. At a minimum, the database will include:

(1) The Name of the individual
(2) The individual's professional discipline
(3) The date of the review
(4) A list of the source material used for the review
(5) Any verbal results from a review summarized
(6) Any suggestions for improvement noted
(7) A date for follow up review, if such is recommended.

3.69.5 The Medical Provider shall establish and maintain an Equipment Maintenance database, which shall include an equipment inventory as well as maintenance provided. At a minimum, the database will include:

(1) Inventory item by description (Type of equipment such as furniture, medical tool, intravenous pump, wheelchairs, etc)
(2) Date of purchase
(3) Cost at time of purchase
(4) Remark that equipment is labeled with State Equipment Label (Serial Number of Equipment) if available
(5) State Equipment number
(6) Purchased for Inmate shall include the inmate ID number
(7) Delivered to Inmate date (if applicable)
(8) Monthly inspection date
(9) Inspection outcome (condition of equipment)
(10) Repairs needed (if applicable)
(11) Repairs completed (if applicable)
(12) Cleaned monthly date

3.69.6 The Medical Provider shall produce reports addressing the work being performed under the contract.

3.69.6.1 Monthly reports shall be submitted to the Agency no later than the tenth of the month following the month the report reflects in a form and format prescribed by the Agency as required including, but not limited to:

(1). Infectious Disease as described in an earlier section of the RFP
(2). Chronic Disease Reports including but not limited to those items described for the Chronic Disease Database in an earlier section of this RFP
(3). Population profile by illness type, age and disability;
(4). Disease specific and psychotropic medication prescription trends;
(5). Heat Stratification;
(6). Sick call utilization including rationale for missed appointments and plans for corrective action for those missed appointments;

(7). Infirmary and hospital utilization following Agency guidelines on what constitutes that utilization;
(8). Specific program performance including but not limited to medical outcomes by patient;
(9). Staff vacancies and corrective action being taken to correct any deficits;
(10). Safety and Sanitation reports from each SDA to cover the medical areas of every facility in those SDAs; and
(11). Other reports as deemed necessary by the Agency.

3.69.6.2 The Medical Provider shall submit a narrative monthly report delineating the status of the programs and services required to be delivered, citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.

3.69.7 The Medical Provider shall produce a report on a monthly basis relating to grievances and claims arising from the contract

3.69.7.1 The report shall include:

(1) Name and identification number of inmate
(2) Institution from which claim arose
(3) Form of grievance or claim (letter of complaint; ARP; grievance; litigation)
(4) Nature of claim (delay of care; medication distribution; referral, etc)
(5) Date received
(6) Summary of response
(7) Date of response

3.69.7.2 A Litigation report is also required which shall include the information above, but shall be separately reported to identify court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to delineate whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, and/or appeal noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Medical Provider or a subcontractor if the suit arises from performance of the services under this RFP.

3.69.7.3 A report shall be filed in July and January of each contract year analyzing grievance and complaint data for the relevant six-month period by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.

3.69.8 All databases/data tracking tools are subject to periodic revisions and updates and shall be made available to Agency management upon request and without delay.

3.70 Failure of Performance

3.70.1 The Agency may deduct for liquidated or direct damages sustained as a result of Contractor's failure to perform as required under this Contract, but will never pursue both. Direct Damages are considered in response to adverse outcomes resulting from either neglect or delay of responsible clinical care.

3.70.2 In assessing liquidated damages the Agency may rely on a random sampling audit protocol to assess contract compliance in a specific area including as example, but not limited to, sick call compliance, chronic care clinic compliance, and medication administration compliance. The compliance rate may be applied to the segment of the population in receipt of those services at the same institution, within the same time period as that covered by the audit for purposes of imposing damages.

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SECTION 4 - Proposal Format

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

a. Volume I - TECHNICAL PROPOSAL

b. Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP). An unbound original, so identified, and eight (8) copies of each volume are to be submitted. An electronic version of both the Volume I-Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:

TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letters should contain:

1. Name & Address of Contractor
2. Name, Title and Telephone Number of Contact for Offeror

3. Statement that proposal is in response to Solicitation
4. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
5. Federal Employer Identification Number of the Offeror, or, if a single individual, a social Security Number
6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Acknowledgement of all Addenda to this RFP
8. A statement specifying that the proposal is for the Medical / Utilization Management Module of the Inmate Health Services system.

TAB B. TITLE AND TABLE OF CONTENTS

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal**, **and if applicable, also in its Financial Proposal.** Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

TAB C. EXECUTIVE SUMMARY

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The Offeror may submit a proposal for any or all of the RFPs issued. The Offeror shall submit a separate Proposal for each RFP for which they are responding. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in Section 3 of the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include **an explanation of how the work will be done.**

1. The proposal shall describe how the Offeror shall provide the full range of services requested in this RFP, including compliance with all relevant standards and Consent decrees.
2. The proposal shall describe how the Offeror shall assure the existence of resources to provide the services requested to all geographical areas (SDA's) within DPSCS.
3. An Offeror shall demonstrate an understanding of the Agency' necessity to develop a strong multi-disciplinary model of health care with all of the Agency's contractors and sub-contractors. An Offeror must propose, in writing in the body of its response, a plan for

collaboration between various health providers, custody, and the Agency health care management. The written collaboration plan shall include the steps, with timelines, the Offeror will take to assure that this collaboration will be implemented and honored.

4. An Offeror shall demonstrate an ability to serve the full population throughout the State to whom DPSCS has an obligation to provide medical services. An Offeror shall set forth a delivery of services plan to demonstrate its ability to sufficiently recruit and retain staff, or otherwise deliver services across the state at a level necessary to meet the obligations under this RFP.
5. An Offeror shall propose a plan for the delivery of the full range of medical services to the inmate population consistent with this RFP, all relevant standards, the Agency's Manual of Policies and Procedures for Inmate Health Care and Consent decrees.
6. The Offeror shall acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Agency's programs to be maintained immediately upon receipt of invoice, and to report all matters regarding licensure promptly to the Agency in the manner directed.
7. The Offeror shall propose staffing for the Agency that will be necessary for the complete delivery of all services required under this RFP. Further, the Offeror will propose the management structure it will utilize upon award in narrative and chart of organization.
8. The staffing pattern provided in response to this RFP by an Offeror shall be considered as a final obligation for staffing upon award of contract and a representation that such staffing is sufficient to meet all obligations under this RFP and the Agency's Manual of Policies and Procedures.
9. The proposal shall set forth a staffing plan by SDA and shift that includes clinical staff, non-clinical staff, and management Position descriptions should also be included.
10. An Offeror shall acknowledge its obligation to formulate and distribute to its staff a manual of policies and procedures that are consistent with those of the Agency.
11. An Offeror shall provide evidence in its proposal that all Agency Policies, Procedures, and Manuals have been reviewed and an acknowledgement that its own policies and procedures are consistent with those of the State or that it will modify its own policies and procedures to eliminate any inconsistency within thirty days of contract initiation. Disputes about conflicts between Agency and Contractor policies and procedures will be considered by the Agency. However, the Agency's decision on any matters of policy and/or procedure shall be considered as final.
12. An Offeror shall acknowledge its obligation to adhere to the Agency's policies and procedures and its obligation to carry out those policies and procedures in collaboration with the Agency and the other successful Offerors.
13. Offerors shall provide a written plan of active and ongoing recruitment and retention including any incentives provided for this purpose. The Agency has an expectation that turnover rates of less than 20% annually will be achieved.

14. An Offeror shall acknowledge its obligation for orientation and training of employees.

15. An Offeror shall acknowledge the Agency's role in personnel decisions.

16. An Offeror shall propose a program of Continuous Quality Improvement (CQI) under the direction of its Utilization Management Director

17. An Offeror shall acknowledge its obligation to provide a plan and schedule for regular competency based in-service trainings following orientation with on-site follow up training for nurses and clinicians, and shall demonstrate its understanding of the criticality of such training by reference to the intended scope of competency evaluation.

18. An Offeror shall acknowledge the obligation of its staff to participate in mandatory Department security orientation and training for up to forty (40) hours each year as required within any individual Service Delivery Area or institution to meet the standards of any certification, including but not limited to ACA, maintained in that Area or institution.

19. An Offeror shall acknowledge the responsibility of the Medical Provider to purchase and provide all necessary supplies and equipment except as stated in section 3.17 .

20. The Offeror shall acknowledge that the Medical Provider bears ultimate responsibility for the delivery of healthcare to the inmate population in all DPSCS facilities through a system of intake screening, intake physical examination and laboratory diagnostic testing, regularly scheduled re-examinations, emergency care in all disciplines including mental health and dentistry, sick call, regularly scheduled chronic care clinics, effective and timely medication administration and management, infirmary care, specialty care and hospitalization.

21. The Offeror shall set forth a plan for screening, assessment and initial treatment of all inmates arriving at any DPSCS facility, including BCBIC (3.22.2 through 3.22.9) and DOC facilities (3.22.10).

22. An Offeror shall acknowledge the criticality of sick call services to the inmate population and shall commit to providing an efficient and timely system of sick call that is capable of identifying urgent needs and providing inmates with necessary medical care consistent with custody restrictions.

23. The proposal shall set forth the plan by which it will be prepared to initiate the full range of services at the contract start date (Section 3.1.9).

24. The proposal shall set forth the Offeror's strategies for recruitment and retention of personnel at all levels (Section 3.8).

25. The proposal shall set forth the Offeror's plan for Orientation and Training of Staff (Section 3.9).

26. The proposal must include Quality Assurance and Performance Measurements that:
    - Assure the delivery of screening and assessment services (Section 3.22), sick call (Section 3.25), medication management and administration (Section 3.26), specialist services (Section 3.31), and release services (Section 3.38);

- Assure the delivery of an effective continuous quality improvement program (Section 3.52) and utilization management / utilization review program (Section 3.66);
- Assure compliance with state regulated and professional standards for Methadone Program(Section 3.62); and
- Measure staff performance.

27. An important aspect of program management will be coordinating with the custody staff. Correctional Officers will be relied upon to assist the program and must be included as an integral partner with treatment staff. The proposal should address how they will insure a collaborative working relationship with the custody staff as well as the treatment services staff, and case management.

28. An Offeror shall propose a process for medication continuation utilizing written prescriptions, and upon award of contract implement the process, that:

    a. Acknowledges the responsibility of the Medical Provider to provide prescription pads to its licensed, prescribing clinicians;
    b. Meets all requirements of law for prescribing practices including contact information;
    c. Precludes renewals on any prescription written by a contracted physician;
    d. Prevents unnecessary calls from pharmacies to clarify the order; and
    e. Establishes a phone number for pharmacy questions only that can be included on the written prescription.

29. An Offeror shall develop and, if awarded the contract, implement a discharge plan that will be in concurrence with NCCHC Standards for Jails and Prisons, standards of the MCCS, and the Agency's Release Policy (Attachment S).

30. An Offeror shall set forth in its proposal a plan for an internal utilization review program as well as utilization management services for the dental and mental health providers. The plan shall include in this program (at a minimum) review of all:

a. Hospital Admissions, monitor loss, secure timely discharge
b. Infirmary Admissions,
c. Twenty-three (23) Hour Admissions,
d. Specialty Diagnostics and Imaging Services,
e. Surgeries, and
f. Outpatient Procedures and Consultations

The plan shall contemplate the provision of these services onsite, offsite, and via telemedicine.

31. An Offeror shall describe how it will ensure that it will prescribe medications as medically necessary and appropriate, shall administer, and store medications in its possession in compliance with relevant Regulatory Boards, Pharmacy, DHMH, DEA, CDS and any other State and federal guidelines, and will ensure that all local, State and federal regulations regarding the dispensing of medications are followed. The Offeror will describe a plan to ensure that inmates receive medications as prescribed by clinicians

without missing doses and without interruption. See Medication methodology and medication line locations (Attachment O).

32. An Offeror shall set forth a plan for ensuring continuity of care on release and effectively managing the care of inmates transferred between institutions consistent with Agency policy.

TAB E. PERSONNEL/RESUMES

The Offeror must describe its personnel capabilities in compliance the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project.

TAB F. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES

Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:

    1) A summary of the services offered
    2) The number of years the Offeror has provided these services
    3) The number of clients and geographic locations the Offeror currently serves
    4) A listing of Correctional Medical contracts since 2000, specify the following:

        a) State the dates of the contract duration;
        b) Specify federal, State, County, detention/Booking Facility (adult/juvenile) experiences;
        c) Summarize the services offered;
        d) Specify type of service (staffing only; full medical services; full medical, dental, mental health, pharmacy services; and consulting)
        e) Indicate contracts that utilized performance based outcomes, research based best practices and elaborate;
        f) Indicate any contracts using Electronic Medical Records;
        g) Indicate experience with research based, best practices;
        h) List additional experiences that offerors would like the Agency to consider.

2. All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of inmates/clients serviced and the duration of the contract. If the contract is current, identify the contact person for references. If the contract is not current, indicate the cause for termination.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

3. Offeror shall submit a Corporate Fact Sheet that includes but is not limited to the following:

   Evidence of experience in the delivery of correctional medical services (minimum three years); Corporate history; Primary areas of specialization; and company size.

4. Offerors shall submit a staff skills and qualifications matrix in their own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.

TAB G. FINANCIAL CAPABILITY AND INSURANCE:

The Offeror must provide:

a) Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.

b) A copy of the Offeror's current certificates of insurance which, at a minimum, should contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

TAB H. ECONOMIC BENEFIT FACTORS

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this information):

1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

2) The estimated number and type of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.

3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.

4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBE's.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

TAB I. SUBCONTRACTORS

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract.

TAB J. BID/PROPOSAL AFFIDAVIT (Attachment B - to be submitted with original of Technical Proposal)

TAB K. MBE FORMS
(Attachment D-1- utilization and fair solicitation affidavit and Attachment D-2 - MBE participation schedule – to be submitted with original of Technical Proposal)

TAB L. LIVING WAGE AFFIDAVIT (Attachment M – to be submitted with original of Technical Proposal)

4.5 Volume II – Financial Proposal

4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, seven copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form must be submitted and completely filled in (no blanks or omissions).

4.5.2 Do not change or alter the form. Alterations will cause the proposal to be rejected.

4.5.3 The Proposal Price Form is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

4.5.4 All criteria included in the Proposal Price Form, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in the Proposal Price Form. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.

4.5.5 The total Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Attachment F).

- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., $24.15.
- All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
- All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.

- Nothing shall be entered on the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.
- Recording $0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

4.5.6 It is imperative that the prices included on the Proposal Price Form are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Proposal Price Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

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SECTION 5 - EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, price factors will receive greater weight than technical factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Work Plan. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as "concur" or "will comply" will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3)
- Staffing. (Ref. Section 4.4)
- Offeror Experience and Capabilities. (Ref. Section 4.4)
- Economic Benefit Factors. (Ref. Section 4.4)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

The contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Selection Procedures

1) Offerors may submit proposals for the delivery of medical services / utilization management services. The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
2) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
3) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
4) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.7 Selection Procedures

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, price factors will be given greater weight than technical factors.

The final award approval will be made by the Board of Public Works.

ATTACHMENTS

In addition to eMaryland Marketplace, all Attachments (excluding attachments in the RFP) are posted at http://www.dpscs.state.md.us/publicservs/procurement/ihs/

Attachment A	Example of State's Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Minority Participation Forms
Attachment E	Pre-Proposal Conference Response Form
Attachment F	Medical and Utilization Review Care Price Proposal Forms (F-1 and F-2)
Attachment G	G-1, DPSCS Overview G-2, Average Daily Population
Attachment H	H-1, Duvall vs. O'Malley Consent Decree H-2 Duvall vs. O'Malley Consent Decree Annotated
Attachment I	I-6 to I-12, Medical Equipment Inventory /Condition, Sept. 2009
Attachment J	J-1 Transportation costs, 2006-2007 J-2 Transportation costs, 2007-2008 J-3 Transportation costs, 2008-2009
Attachment K	Annual Utilization Summary Data
Attachment L	COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form
Attachment M	Living Wage Requirements
Attachment N	Facility-by-Facility Medication Distribution Method Requirements
Attachment O	Dialysis Treatment Trends
Attachment P	P-1, DOC ARP Policy 185.003 P-2, DOC ARP Policy 185.002 P-3, DPDS Adult Help Request Process 180.4 P-4, DPDS Adult Grievance Procedures 180.1
Attachment Q	Q-1 Sample State Stat Utilization ReportSample

Q-2 Sample State Stat Staffing ReportState Stat Template
Q-3 Sample State Stat Chronic Care Report
Q-4 Sample State Stat HIV HEP-C Report

Attachment R	R-1 Medical Staffing Matrix
Attachment S	Release Policy
Attachment T	Infection Control Reporting Form
Attachment U	Medicaid Eligibility Forms
Attachment V	V-1 Medical Liquidated Damages Table
Attachment W	IMMS Policy
Attachment X	Proposed Pharmacy Delivery Schedule
Attachment Y	Suicide Prevention Program
Attachment Z	Telemedicine / Telepsychiatry locations
Attachment AA	Mental Health Strategic Vision

ATTACHMENT A Contract

THIS CONTRACT is made this_____day of _____, 2010 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES** (the "DPSCS" or sometimes the "Agency").

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 "Contract Manager" means the DPSCS representative and first point of contact for contract procedures and any discrepancies.

1.2 "Contractor" means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 "Department" means the Department of Public Safety and Correctional Services (DPSCS)

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated_____.

1.5 "Procurement Officer" means BJ Said-Pompey, Director of Procurement Services, or designee.

1.6 "RFP" means the Request for Proposals for DPSCS Inmate Medical health Care and Utilization Services DPSCS Solicitation No. Q0010019.

1.7 "State" means the State of Maryland.

1.8 "Technical Proposal" means the Contractor's Technical Proposal, dated_____.

2. Scope of Work

2.1 The Contractor shall provide programs and services specific to the module awarded in accordance with Exhibits A-C listed in this paragraph 2.1 and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. Q0010019
Exhibit B – Contractor's Technical Proposal dated _____.
Exhibit C – Contractor's Financial Proposal dated _____.
Exhibit D – The Contractor's Contract Affidavit dated _____.

2.3 The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other

person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Contractor may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

3. Time for Performance.

The term of this Contract begins on the date the Contract is executed by the Department, and unless terminated earlier in accordance with the Contract, ends June 30, 2013 (the "base term") The Contractor shall undertake transition activities necessary to provide its services under the Contract immediately upon receipt of a written notice to proceed issued by the Procurement Officer. Apart from transition activities, the Contractor shall provide all the services, hardware, related software, and other deliverables under this Contract during the period July 1, 2010 to June 30, 2013.

4. Compensation and Method of Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms (dependant on contract type, to be supplied later). Except with the express written consent of the Procurement Officer, payment to the Contractor pursuant to this Contract shall not exceed $_____. Contractor shall notify the Contract Manager, in writing, at least 60 days before the total of Contract payments equals the "not to exceed" amount in this paragraph 4.1. The State may unilaterally, and in its sole discretion, increase the "not to exceed" amount. After notification by the Contractor, if the State fails to increase the "not to exceed" amount, the Contractor shall have no obligation to perform under this Contract after payments reach the "not to exceed" amount.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the Contractor, acceptance by the Agency of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is_____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the Agency Contract Manger. If the Contractor submits an invoice for reimbursement of its expenses as authorized under this Contract, the invoice is a "proper invoice" under this paragraph 4.2 only if the invoice includes complete copies of the invoices for which it is seeking reimbursement. Electronic funds transfer will be used by the State to pay Contractor under this Contract and any other State payments due Contractor, unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced, or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.3.1 The Agency may adjust payment to the Contractor to cover damages.

4.3.1.1. The Contractor shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by the State's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

4.3.1.2 Liquidated Damages

4.3.1.2.1 The Agency may deduct liquidated damages as set forth in Attachment (RFP Attachment V).

4.3.1.2.1.1 For the 90 day period following the "transition period" defined in the RFP, the Department will not take liquidated damages for items i through xii found at Roman V of Attachment V "LIQUIDATED DAMAGES (L.D.), Calculation Methodology".

4.3.1.2.2 When the Agency has identified a deficiency for which it could assess a liquidated damage, it shall notify the Contractor in writing of the deficiency.

4.3.1.2.3 The Contractor shall provide to the Agency Representative within 10 working days of the date that the Contractor receives the agency's notice, its written explanation for the deficiency.

4.3.1.2.3.1 The Agency may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 10 working days.

4.3.1.2.4 The total amount for liquidated damages arising out of any one incident or occasion may not exceed $150,000.

4.3.1.3 Direct Damages.

4.3.1.3.2 The Agency may deduct for direct damages sustained as a result of Contractor's failure to perform as required under this Contract.

4.3.1.3.3 If hospitalization, outpatient or specialty care not otherwise provided on site is required as a result of provider negligence, the contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of provider negligence will be that of the DPSCS Medical Director, whose decision shall be final.

4.3.1.4 Notification

4.3.1.4.1 The Agency shall notify the Contractor of each adjustment.

4.3.1.4.2 The Agency shall provide the Contractor with such evidence as the Agency determines is adequate to justify each adjustment.

4.3.1.4.3 If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in ARTICLE 11 of the contract.

4.4 (Applies to Medical, Mental Health, Dental and Pharmacy Modules only.) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Agency within 30 days after receipt by the Contractor of a correct invoice. If the Contractor fails to make payment to the Agency within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Agency interest for that portion of the unpaid balance prorated for the period beginning with the 31st day after the Contractor receives a correct invoice from the Agency and ending when the Agency receives the payment. The Agency shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.

4.5 Payment of an invoice by the Agency is not evidence that services were rendered as required under this Contract.

4.6 The Agency is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor, other than those fees or costs which the Contractor has included in its price stated in ATTACHMENT F or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract.

4.7 In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Agency may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Agency, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the contract or under any other contract between the parties.

4.8 The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates and gifts, including insurance and government payments ("third party payments"), for services rendered to inmates, when such are available.

4.8.1 When the Contractor can receive will receive or has received third party payments, the Contractor shall immediately notify the Agency of the source, nature and amount of the third party payments.

4.8.2 All third party payments are the property of the Agency and the Contractor shall follow the Agency's instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Agency, the remission to the Agency of the third party payment.

4.8.2.1 Because third party payments are the property of the Agency the Contractor's obligations under this SUBARTICLE 4.9 shall survive the expiration of the Contract.

4.8.2.3 At the end of each quarter of each year of the Contract, the Contractor shall submit a report to the Agency detailing all funds received from third party reimbursement.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor solely for purposes of this Contract shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to

use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 Upon the request of the Agency, the Contractor shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Contractor.

5.3 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not "works made for hire" for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.4 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.5 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item ("Product") that is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any Product infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor will defend the Department against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the Department (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in paragraph 6.3 below.

6.3 If any Product becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the Product, b) replace the Product with a non-infringing product substantially complying with the item's specifications, or c) modify the Product so that it becomes non-infringing and performs in a substantially similar manner to the original Product.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract,

provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7.1 The Contractor shall not use Maryland data or create any publication related to the system of programs and services being provided under the contractor with out first obtaining the written approval of the Assistant Secretary for Treatment Services.

8. Loss of Data

In the event of loss of any State data or records held or maintained by the Contractor in the performance services, where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

9.1 The Contractor shall indemnify the State and the State's employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.1.1 This shall not be construed to mean that the Contractor shall indemnify the State or the State's employees against liability for any suits, actions, or claims of any character that are directly the result of acts or omissions in the performance of the State or of the State's employees. Each party shall bear sole responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

9.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting

the subject matter of this Contract, shall, during the pendancy and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this Agreement.

15. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

18. Vendor Transition

If the Agency awards a contract to another vendor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Agency and the new vendor in facilitating the transition as the Agency directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

19. Delays and Extensions of Time

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

25.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

25.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Costs and Price Certification

26.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

26.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

27.1 The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department. Any such subcontract or assignment shall include such terms of this Contract as the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27.2 The Contractor shall not write into any subcontract or negotiate with any subcontractor for a requirement that would in any way limit the subcontractor's flexibility to compete with the Contractor or to negotiate with a competitor of the Contractor for any future contract with the State.

28. Commercial Nondiscrimination

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination

Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination.

29. Prompt Payment Requirements and MBE Compliance

29.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
(a) Not process further payments to the Contractor until payment to the subcontractor is verified
(b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
(c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
(d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
(e) Take other or further actions as appropriate to resolve the withheld payment.

29.2. An "undisputed amount" means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:
(a) Affect the rights of the contracting parties under any other provision of law;
(b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
(c) Result in liability against or prejudice the rights of the Department.

29.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

29.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
(a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
(b) This verification may include, as appropriate:
i. Inspecting any relevant records of the Contractor;
ii. Inspecting the jobsite; and
iii. Interviewing subcontractors and workers.
iv. Verification shall include a review of:
a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

(c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

(d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

(e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

30. Administrative

30.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

30.2 Authority of the Department - Except as expressly prohibited by Maryland law, any of the State's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of the Department who are authorized to do so by the Secretary of Public Safety and Correctional Services. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of the Department, the Department may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Contractor. To the extent that the Department utilizes internal review or approval processes in making determinations under this Contract, the Contractor has no right to or in connection with those processes.

30.3 Notices: All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

BJ Said-Pompey, Procurement Officer
Department of Public Safety and Correctional Services
300 E. Joppa Road, Suite 1000
Baltimore, MD 21215
Phone: (410) 339-5015
Fax: (410) 339-4240
Email: bjsaid-pompey@dpscs.state.md.us

If to the Contractor: (to be completed)

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

_____ _____

By: Date

Witness: _____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

_____ _____

By: Date

Witness: _____

Approved for form and legal

sufficiency this _____ day

of _____, 2010.

_____

Assistant Attorney General

ATTACHMENT B Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized

representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before

judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____

_____

_____

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:
(1) Been convicted under state or federal statute of:
(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s)involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

_____
_____
_____

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____
_____
_____

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
(c) Prohibit its employees from working under the influence of drugs or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
(j) Within 30 days after receiving notice under §J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: _____
Address: _____
_____
_____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT:

This Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT C Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of

_____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

_____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____,

and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____

BY:_____
(Signature)

_____
(Authorized Representative and Affidavit)

ATTACHMENT D Minority Business Enterprise Participation Forms

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a ten (10) percent minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of ten (10) percent of the total contract value, excluding the cost of the off site secondary care services including hospitalization has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall subcontract participation goal of ___ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ___ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ♦ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ♦ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ♦ A Bidder or Offeror must include with its bid or offer:

(1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

(2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

♦ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (Attachment D-3)
(2) Subcontractor Project Participation Statement (Attachment D-4)
(3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
(4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed documentation within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)

2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer).

D-2 MBE Participation Schedule (shall be submitted with bid or offer).

D-3 Outreach Efforts Compliance (shall be submitted by contract awardee within 10 working days of notification of apparent award).

D-4 Subcontractor Project Participation Statement (shall be submitted by contract awardee within 10 working days of notification of apparent award).

D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences).

D-6 Subcontractor Payment Report (submitted monthly after contract commences).

ATTACHMENT D-1

1.1.1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0010019, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

   OR

   After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.

4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

   (a) Outreach Efforts Compliance Statement (Attachment D-3)
   (b) Subcontractor Project Participation Statement (Attachment D-4)
   (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
   (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

_____ _____

Bidder/Offeror Name Signature of Affiant

_____ _____

Address Printed Name, Title and Phone Number

_____

Date

Submit this Affidavit with Proposal

ATTACHMENT D-2

MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____%

TOTAL WOMEN-OWNED MBE PARTICIPATION: _____**%**

Document Prepared By (Please print or type):

Name: _____

Title: _____

ATTACHMENT D-2 CONT.

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

ATTACHMENT D-3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0010019, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)

3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.

4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

   _____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____DID NOT attend the pre-proposal conference.

   _____ No pre-proposal conference was held.

_____ _____
Bid/Offeror Name Signature of Affiant

_____ _____
Address Name, Title

_____
Date

ATTACHMENT D-4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in

(Prime Contractor Name)

conjunction with Solicitation Number DPSCS Q0010019, it and

_____,

MDOT Certification No. _____, intend to enter into a contract by which Subcontractor

_____

_____

_____

(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

_____	_____
Prime Contractor Signature	Subcontractor Signature
By: _____	By: _____
Name, Title and Phone Number	Name, Title and Phone Number
_____	_____
Date	Date

ATTACHMENT D-5

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number
_____

Purchase Order Number
_____

MBE Subcontract Amount
_____

Contract Begin Date
_____

Contract End Date
_____

Prime Contractor
_____
Address
_____
City _____
Phone
_____

Contact Person
_____
State _____ Zip _____
Fax _____

Subcontractor
_____
Address
_____
City _____
Phone _____

Contact Person
_____
State _____ Zip _____
Fax _____

Attachment D-5 (Continued)

Subcontractor Services Provided

_____

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

1.

2.

3.

Total Amount Unpaid $_____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____ **Date** _____
(Prime Contractor)

Return one (1) copy of this form to each of the following addresses:

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215

ATTACHMENT D-6

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION

SUBCONTRACTOR PAYMENT REPORT

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number
_____

Purchase Order Number
_____

MBE Subcontract Amount
_____

Contract Begin Date
_____

Contract End Date
_____

MBE Subcontractor Name
_____

MDOT Certification #
_____

Contact Person
_____

Address
_____

City _____ State _____
Zip _____

Phone _____ Fax
_____

Subcontractor Services Provided
_____

List all payments received from Prime Contractor in the preceding 30 days.

1.

2.

3.

TOTAL DOLLARS PAID
$_____

Prime Contractor Name
_____

List dates and amounts of any outstanding invoices.

1.

2.

3.

TOTAL DOLLARS UNPAID
$_____

Contact Person
_____

Signature _____
(Subcontractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Tia Rattini, MBE Manager
Office of Minority Affairs
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 208
Baltimore, MD 21215

Thomas P. Sullivan, Director of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, Suite 309
Baltimore, MD 21215

ATTACHMENT E Pre-Proposal Conference Response Form

Project No. Q0010019
Inmate Medical Health Care and Utilization Services

A Pre-Proposal Conference shall be held on **Wednesday, February 17, 2010 – 9:00 AM** (Local Time) at Department of Public Safety and Correctional Services, Patuxent Institution roll-call room, 7555 Waterloo Road, Jessup, Maryland 20794. Please return this form by **2:00 PM, Tuesday, February 16, 2009** advising whether or not you plan to attend. For directions to the meeting site, please visit the website at: http://www.mapquest.com/directions. Those attending the Conference are directed to enter the main gatehouse through the "employee entrance", and will be directed to the roll call room by the Patuxent Institution staff.

Email or fax this form to the Procurement Officer:

BJ Said-Pompey
Director of Procurement Services
Department of Public Safety and Correctional Services
Fax # (410) 339-4240
Email: bjsaid-pompey@dpscs.state.md.us

Please indicate:

_____Yes, the following representatives (by name and title) shall be in attendance:

1. _____

2. _____

3. _____

_____No, we shall not be in attendance.

_____ Contact Name (Please Print)

_____ Signature

_____ Title

_____ E-Mail Address

INSTRUCTIONS FOR COMPLETING PRICE FORM

For the successful Offeror, reimbursement will be on a monthly basis, as determined in the Price Form below.

The form should be filled out as follows:

-Offeror is to enter its Annual Proposed Cost per year for each of the three years.
-Offeror is to total these three annual amounts; this total will be the Offeror's total evaluated price.
-Offeror is to divide each Annual Proposed Cost by 12 to calculate the Offeror's Monthly Proposed Cost for each year. This is the anticipated monthly invoice amount to be paid to the contractor, based on the projected population figures.
-Offeror is to divide the Monthly Proposed Cost for each year by each year's Estimated Average Inmate Population, and enter these amounts as the Monthly Cost Per Inmate.

The total annual cost is the cost to supply the services to the inmate population – the projected population for each year is recorded in the first column. Reimbursement will be made monthly and will be based on the total annual cost divided by 12. This monthly cost will be adjusted by the Monthly Cost Per Inmate, up or down per individual, when the actual population count for the end of a month differs from the projected population count by more than 400.

For example: If the actual population count exceeds the projected population count by 410, the monthly cost will be increased by ten (10) times the Monthly Cost Per Inmate (the difference of 410 and 40); if the actual population count is 410 less than the projected count, the monthly cost will be decreased by ten (10) times the Monthly Cost Per Inmate.

Explanation of 50K Cost Sharing:

Any inmate/detainee whose annual acute care exceeds $50,000, the state will pay 50% of these costs; the Offeror will pay the other 50%. Acute care is defined as hospital-based inpatient care.

ATTACHMENT F Proposal Price Form – Medical Utilization Services – (50K Cap Cost Sharing)

[Company Name]

[Address]

[City, State, Zipcode]

[Federal Identification Number]

[eMaryland Marketplace Number]

[MDOT Number (if applicable)]

[Phone Number] **[Fax Number]**

[Email Address]

	Estimated Average Inmate Population (Years 1, 2, and 3)	Offeror's Annual Proposed Cost	Offeror's annual Proposed Cost divided by 12 months = Offeror's Monthly Proposed Cost	Offeror's Monthly Proposed Cost divide by Estimated Average Inmate Population = Monthly Cost Per Inma
Year 1	26,025			
Year 2	25,813			
Year 3	25,695			
	Three Year Total	$_____		

Authorized Representative Name/title

Authorized Signature/Date

ATTACHMENT M – Living Wage Requirements

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(A) has a State contract for services valued at less than $100,000, or
(B) employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

1. performs work on a State contract for services valued at less than $100,000,

(B) employs 10 or fewer employees and performs work on a State contract for servic valued at less than $500,000, or

(C) performs work for a contractor not covered by the Living Wage Law as defined in B (1)(B) above, or B(3) or C below.

(3) Contracts involving services needed for the following:

(A) Services with a Public Service Company;

(B) Services with a nonprofit organization;

(C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into procurement ("Unit"); or

a. Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.

I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____ – _____ _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidders/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement (continued)
Maryland Living Wage Requirements-Service Contracts

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

_____
Signature of Authorized Representative Date

_____
Title

_____
Witness Name (Typed or Printed)

_____
Witness Signature Date